

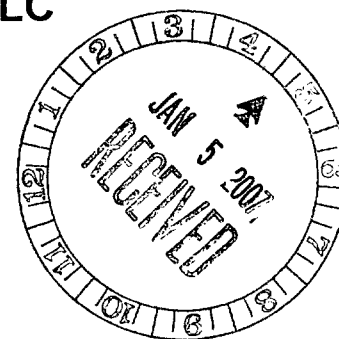
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SIDNEY STRICKLAND AND ASSOCIATES, PLLC

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SIDNEY L. STRICKLAND, JR.
SIDNEY.STRICKLAND@STRICKLANDPLLC.COM

January 5, 2006



Honorable Vernon A. Williams
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

***Re: Finance Docket No. 34976; BNSF Railway Company—Lease and
Operation Exemption—Interlocker Plant of the Illinois Central Railroad
Company***

Dear Secretary Williams,

I enclose the following material for filing in the above proceeding:

1. An original and ten (10) copies of a Petition for Exemption covering the transaction proposed in the above proceeding;
2. A payment form in the amount \$5,600 for the filing fee 49 C.F.R. 1002.2(f), Part IV (41)(vi); and
3. Twenty (20) unbound copies of the Exhibit A-E maps.

BNSF requests expedition in this matter.

Please acknowledge receipt of this material by date stamping the enclosed copy of this letter and returning it to me in the enclosed self-addressed stamped envelope.

ENTERED
Office of Proceedings

JAN 5 2007

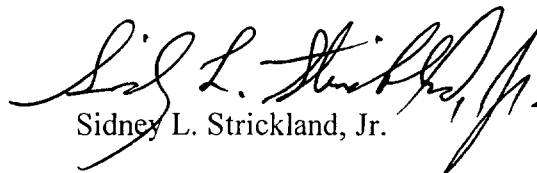
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**SURFACE
TRANSPORTATION BOARD**

Sincerely,


Sidney L. Strickland, Jr.

Enclosures

FEE RECEIVED

JAN - 5 2007

**SURFACE
TRANSPORTATION BOARD**

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 34976

BNSF RAILWAY COMPANY –
LEASE AND OPERATION EXEMPTION –
INTERLOCKER PLANT OF THE ILLINOIS CENTRAL RAILROAD COMPANY
IN COOK COUNTY, IL

PETITION FOR EXEMPTION
EXPEDITED CONSIDERATION REQUESTED

BNSF RAILWAY COMPANY

Richard E. Weicher
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ATTORNEYS FOR BNSF RAILWAY COMPANY

Dated: January 5, 2007

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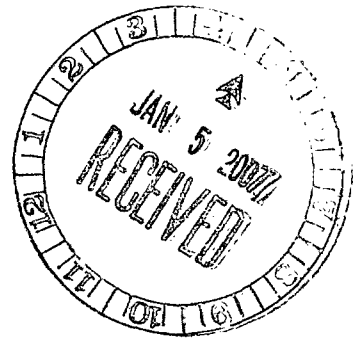
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SURFACE
TRANSPORTATION BOARD

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JAN - 5 2007

SURFACE
TRANSPORTATION BOARD



BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 34976

BNSF RAILWAY COMPANY –
LEASE AND OPERATION EXEMPTION –
INTERLOCKER PLANT OF THE ILLINOIS CENTRAL RAILROAD COMPANY
IN COOK COUNTY, IL

PETITION FOR EXEMPTION
EXPEDITED CONSIDERATION REQUESTED

BNSF Railway Company (“BNSF”), a Class I carrier, petitions the Board, pursuant to 49 U.S.C. § 10502, to exempt from 49 U.S.C. §§ 11323, et seq. BNSF’s proposed lease and operation of the Illinois Central Railroad Company’s (“CN”) interlocker plant and the land underlying the interlocker plant, including all signal appliances and structures located thereon and the tower facility, but excluding the tracks, track appurtenances, turnouts and derails of CN and BNSF (hereinafter collectively called the “Leased Property” or the “Interlocker Plant”) situated at or near BNSF’s Corwith Yard in the City of Chicago, Cook County, Illinois. The Interlocker Plant is shown on the map attached as Exhibits A-E.

TRANSACTION SUMMARY

BNSF and CN have agreed on terms of a lease whereby CN will lease to BNSF CN’s interest in the Leased Property in the area bounded by (a) the opposing home signals on BNSF’s Joliet, IL – Chicago, IL main line; (b) the opposing home signals on CN’s Joliet, IL – Chicago, IL main line; and (c) the opposing home signals on BNSF’s Joliet, IL – Chicago, IL main line

and BNSF's Wye. The lease and operation change will enhance the efficiency of operations of both the BNSF and CN systems and will more effectively align the parties' rights and obligations with respect to maintenance and operation of said lines. This petition requests that the Board exempt the lease and operation of the Interlocker Plant from the prior approval requirements of 49 U.S.C. §§ 11323, et seq., because this transaction falls within the parameters of 49 U.S.C. § 10502(a).

Because BNSF will lease and operate the rail property of another rail carrier, the Board has jurisdiction under 49 U.S.C. § 11323(a)(2) over BNSF's lease of the Interlocker Plant.

Under 49 U.S.C. § 10502(a), however, this lease and operation should be exempt from regulation. BNSF's lease and operation of the Interlocker Plant will promote several elements of the rail transportation policy of 49 U.S.C. § 10101 without running afoul of any. The transaction is of limited scope, and regulation is not necessary to protect shippers from an abuse of market power.

BNSF requests expedited consideration for the following reasons: (1) Revitalization of the Interlocker Plant involves potential funding via the Chicagoland Region Environmental and Transportation Efficiency Project ("CREATE") which involves time sensitive funding; and (2) Timely coordination of CN and BNSF employees for transferring the operations in a smooth transition is similarly time sensitive.

I. PARTIES TO THE TRANSACTION

A. Lessor

Lessor, CN, an Illinois Corporation, is a Class I railroad, subject to the provisions of Subtitle IV of Title 49 of the United States Code, 49 U.S.C. §§ 10101, et seq. (the "Act"). CN owns and operates lines of railroad in 16 States in the United States, including the States of Alabama, Illinois, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, New York, Ohio, Pennsylvania, Tennessee, Vermont, and Wisconsin, and the Canadian

Provinces of Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, Ontario, Quebec, and Saskatchewan. The trackage covered in this petition is in Illinois.

B. Lessee

Lessee, BNSF, a Delaware Corporation, is a Class I rail carrier, subject to the provisions of the Act. BNSF owns and operates lines of railroad in 28 States, including the States of Alabama, Arizona, Arkansas, California, Colorado, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Minnesota, Missouri, Mississippi, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wisconsin and Wyoming, and the Canadian provinces of British Columbia and Manitoba.

C. Petitioner's Representative

Counsel representing BNSF Railway Company is:

Sidney L. Strickland, Jr.
SIDNEY STRICKLAND AND ASSOCIATES
3050 K Street, N.W.
Suite 101
Washington D.C. 20007
(202) 338-1325
(202) 295-3854 facsimile

II. BACKGROUND

The purpose of this transaction is to facilitate a restructuring of existing joint facility arrangements applicable to the Interlocker Plant. BNSF proposes to lease and operate the leased property (CN's Interlocker Plant and the land underlying the Interlocker Plant) and to assume certain maintenance, operation, management, and supervision responsibilities pertaining to the Interlocker Plant.

Through the transaction, BNSF will assume the right, responsibility and supervision for the performance of all maintenance, repairs, and renewals of the Interlocker Plant and Property, ten

(10) days after the Effective Date (i.e., the date all governmental approvals are obtained) of the Lease. BNSF will also assume the right, responsibility and supervision for the operation, management, and control of the Interlocker Plant, effective January 1, 2008. The transaction will become effective as of the later of the Execution Date or the date all required governmental approvals required to effect the terms of the Lease Agreement are obtained. BNSF will lease and operate the Interlocker Plant from CN for 20 years following the date.

BNSF and CN, as part of the Lease Agreement, agree to amend the previously existing joint facility agreements pertaining to the Interlocker Plant¹ for the purpose of transferring the responsibility for maintenance, repair, renewal, management, and operation of the Interlocker Plant from CN to BNSF.

III. REQUESTED EXEMPTION SHOULD BE GRANTED

Under Section 10502(a), the Board exempts a transaction if regulation under an otherwise applicable provision of the statute:

(1) is not necessary to carry out the transportation policy of Section 10101 of [Title 49];
and (2) either—

(A) the transaction or service is of limited scope; or

(B) the application in whole or in part of the provision is not needed to protect shippers from the abuse of market power.

49 U.S.C. § 10502(a).

¹ The referenced agreements include that certain agreement dated October 29, 1887, by and between CN's predecessor, the Chicago and Alton Railroad, and Lessee's predecessor, the Atchison, Topeka & Santa Fe Railroad, as supplemented by agreements dated October 18, 1915, November 15, 1923, August 31, 1954, April 15, 1958, November 4, 1987, and February 22, 1965.

In enacting the Staggers Rail Act of 1980, Congress made clear its intent that the ICC should use its expanded exemption authority under Section 10502 to free certain transactions and service from the administrative and other costs associated with continued regulation:

The policy underlying this provision is that while Congress has been able to identify broad areas of commerce where reduced regulation is clearly warranted, the Commission is more capable through the administrative process of examining specific regulatory provisions and practices not yet addressed by Congress to determine where they can be deregulated consistent with the policies of Congress. The Conferees expect that, consistent with the policies of this Act, the Commission will pursue partial and complete exemptions from remaining regulation

H.R. Conf. Rep. No. 1430, 96th Cong. 2d sess. 105 (1980). Congress reaffirmed this policy in the conference report accompanying the ICC Termination Act of 1995, which reenacted the existing exemption provisions as Section 10502. H.R. Conf. Rep. No. 422, 104th Cong. 1st Sess. 168-169 (1995). After nearly 30 years from the passage of Staggers, the Board's exemption authority remains a vital tool in implementing the goals of Staggers.

The Board must grant an exemption if a transaction satisfies the requirements of Section 10502(a). BNSF's lease and operation of the Interlocker Plant should be exempt from regulation. As explained below, an exemption from the prior approval requirements of Section 11323 for BNSF's lease and operation of the Interlocker Plant satisfies exemption criteria and should be exempt from regulation.

A. STB Regulation of the Proposed Acquisition Is Not Necessary to Carry Out the Rail Transportation Policy

In determining whether the regulation of a transaction proposed for exemption under 49 U.S.C. § 10502 is necessary to carry out the rail transportation policy, the Board considers only those policy elements related to making a determination under the provisions of the statute from which exemption is sought. Indiana Railroad Co. – Acq. & Oper. – Illinois Central Railroad Co., 6 I.C.C.2d 1004, 1006 (1990), aff'd sub nom. Village of Palestine v. ICC, 936 F.2d 1335 (D.C. Cir.

1991); Blackstone Capital Partners, L.P. – Control Exempt. – CNW Corp. and Chicago and North Western Transportation Co., ICC Finance Docket No. 31493 (served July 5, 1989), slip op. at 2. In other words, the Board need not extend its analysis beyond what it would otherwise address in an application proceeding itself.

The proposed transaction does not involve the merger or control of at least two Class I rail carriers. Therefore, absent an exemption, the proposed transaction would be subject to Board review under the standards set forth in 49 U.S.C. § 11324(d). Section 11324(d) provides that the Board “shall approve” the transaction unless it finds both that:

- (1) as a result of the transaction, there is likely to be substantial lessening of competition, creation of a monopoly, or restraint of trade in freight surface transportation in any region of the United States; and
- (2) the anticompetitive effects of the transaction outweigh the public interest in meeting significant transportation needs.

In transactions subject to Section 11324(d), the primary focus is on the probable competitive effects of the proposed transaction, and the public interest factors are considered only where significant anticompetitive effects are found. See, e.g., Canadian Pacific Ltd., and Soo Line Railroad – Control – Davenport, Rock Island & North Western Railway Co., ICC Finance Docket No. 32579 (served February 10, 1995), slip op. at 5; Wilmington Term. Railroad, Inc. – Pur. & Lease – CSX Transp., Inc., 6 I.C.C.2d 799, 803 (1990), pet. for review denied sub nom. Railway Labor Executives’ Ass’n v. ICC, 930 F.2d 511 (6th Cir. 1991). As explained below, there are no significant anticompetitive effects that will result from the proposed transaction here, and accordingly the Board does not need to consider the public interest factors.

A finding of competitive harm under Section 11324(d)(1) must be grounded on a showing that any adverse competitive effects are both “likely” and “substantial”, and an application must be granted unless there is such a showing. Wisc. Central Transportation Corp., et al. – Continuance in

Control – Fox Valley & Western Ltd., 9 I.C.C.2d 233, 238 (1992). Examples of adverse competitive impacts that would trigger the balancing of the public interest factors under Section 11324(d)(2) “would be the likelihood of significantly higher rates or significantly worsened service, or the likelihood of a combination of the two.” Blackstone Capital Partners, L.P. – Control Exempt. – CNW Corp., et al., 5 I.C.C.2d 1015, 1019 (1989) (footnote omitted). As explained below, the proposed transaction will not lead to higher rates or worsened service.

This transaction has no anticompetitive effects. BNSF and CN will continue to provide common carrier service to shippers via the Interlocker Plant, and there would be no material change in the service provided to those shippers. They can continue to ship their products as they have previously, both before and after the lease and operation by BNSF. BNSF and CN have no plans to close any existing interline routes or to cancel any existing divisions, and the existing commercial relationships between BNSF and CN will not be materially changed as a result of this transaction. As a practical matter, the proposed transaction will only result in a change of carrier performing the maintenance and operation of the Interlocker Plant; not a change in service or competition. Accordingly, regulation is not necessary to carry out the rail transportation policy. See Union Pacific Railroad Company—Lease and Operation Exemption—The Burlington Northern and Santa Fe Railway Company, STB Finance Docket No. 34504 (STB served August 26, 2004) (finding no impact on the competitive situation where the railroads “will retain [their] rights to continue to serve existing and any future shippers”); S.C. Central R.R. – Purchase – CSX Transp. Inc. Line Between E. Greenville and Laurens, SC, Finance Docket No. 31469 (ICC Decision served July 30, 1990), at 3 (finding no anticompetitive effect where the number of competitive alternatives available to shippers remains unchanged).

Although the Board's analysis need not go further, exemption of this transaction will promote various objectives of the rail transportation policy. By minimizing the administrative expense and delay of the Board's review of the transaction, an exemption will expedite regulatory decisions (49 U.S.C. § 10101(2)), foster sound economic conditions in transportation (49 U.S.C. § 10101(5)), and encourage efficient management of railroads (Section 10101(9)). Other aspects of the rail transportation policy are not adversely affected.

The Board's rail transportation policy also provides that the Board should minimize the need for federal regulatory control over the rail transportation system and reduce regulatory barriers to entry into and exit from the rail transportation industry. See 49 U.S.C. §§ 10101(2) and (7). The statutory exemption procedure of Section 10502 obviates the expensive and time-consuming processes attendant to a proceeding under Section 11323. By relying upon the wholly adequate and more expeditious exemption procedure, the Board would minimize unnecessary regulation of this transaction.

B. The Lease and Operation of the Interlocker Plant Is of Limited Scope

The proposed lease and operation is clearly of limited scope. The proposed lease involves merely the lease of the Interlocker Plant and transfer of its operation and maintenance to BNSF. The proposed lease of CN's Interlocker Plant will not affect the traffic volume on the line, nor will it contribute to an increase in BNSF's and CN's share of the transportation service market in the area. The transaction's practical effect is simply reversing the historical lessor-lessee roles under the Original Agreements, without altering the basic operating rights of either party over the Interlocker Plant. It would be difficult to find any transactions which are more "limited" in scope than this one.

Furthermore, the Line is only approximately one (1) mile in length east to west and 1/2 mile in length north to south. Previous Board and Interstate Commerce Commission decisions hold lease and operation transactions of even greater length to be limited in scope. See, e.g., Union Pacific Railroad Company—Lease and Operation Exemption—The Burlington Northern and Santa Fe Railway Company, STB Finance Docket No. 34504 (STB served August 26, 2004) (lease of 5.39 miles of track). Additionally, the transaction will be accomplished without the issuance of new securities or the restructuring of either CN's or BNSF's rail operations. See, e.g., Village of Palestine, 936 F.2d at 1340-41 (D.C. Cir. 1991); CSX Transp., Inc. -- Acquisition and Lease Exemption -- Pittsburgh & Lake Erie R.R., Finance Docket No. 31827 (ICC Decision served June 28, 1991), at 12 (acquisition of 61 miles of track without new securities issuances or changes in operations).

C. Regulation of the Lease And Operation Is Not Necessary to Protect Shippers From an Abuse of Market Power

Even though information showing the limited scope of the transaction is dispositive under the alternative test of 49 U.S.C. § 10502(a)(2), the transaction also satisfies the alternative “abuse of market power” test because the contemplated transaction will not subject shippers to abuse of market power. Indeed, there is no conceivable way the proposed lease and operation would result in any abuse of market power by either BNSF or CN. Shippers on BNSF's and CN's lines will have the same service options available to them as they have now. Neither BNSF nor CN is giving up any rights to compete against each other. There will therefore be no reduction in competition, and this transaction will not have any measurable impact on the national or local rail industry.

Also, even if the Board were to find that the proposed transaction is not limited in scope, the transaction should nonetheless be exempted because the proposed lease and

operation will not result in any abuse of market power by either CN or BNSF. The lease represents only a change in maintenance and operation of the Interlocker Plant, and there will be no loss of rail competition. See Norfolk S. Ry. -- Purchase Exemption -- Union Pac. R.R., Finance Docket No. 33609 (STB Decision served Oct. 29, 1998), at 3 (finding no risk of abuse of market power where "existing . . . operations will be continued," and "there will be no loss of rail competition").

IV. LABOR PROTECTION

Because the proposed transaction falls under 49 U.S.C. § 11323 et seq., labor protection as set forth in Mendocino Coast Ry., Inc.—Lease and Operate, 354 I.C.C. 732 (1978) and 360 I.C.C. 653 (1980), applies. Petitioners do not object to imposition of the labor protective conditions normally imposed on Section 11323 transactions.

V. ENVIRONMENTAL, HISTORICAL AND SAFETY INTEGRATION PLAN DOCUMENTATION

The proposed transaction is exempt under 49 C.F.R. 1105.6(c)(2)(i), 1105.6(a)(3) and 1105.7(e) from environmental reporting requirements because the proposed transaction will not result in operational changes that exceed any of the Board's applicable thresholds. Specifically, the proposed transaction will not result in operational changes such that rail traffic on the line being acquired will increase three trains or more a day or more than 50 percent (measured in gross ton miles annually). See 49 C.F.R. § 1105.7(e)(5)(ii). Accordingly, the proposed transaction is "categorically excluded" from environmental review under the National Environmental Policy Act and the Board's environmental rules. See, e.g., Canadian National

Railway Co., et al. – Control – Wisconsin Central Transportation Corporation, et al., STB Finance Docket No. 34000 (Decision No. 9 served August 2, 2001), slip op. at 1-3.

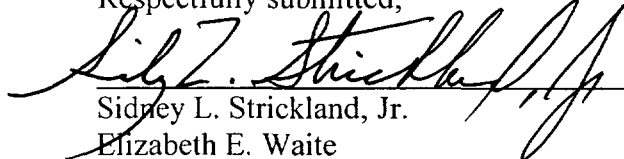
Similarly, the proposed transaction is exempt from historic preservation reporting requirements under 49 C.F.R. § 1105.8(b)(1) because further Board approval will be required to abandon any service and there are no plans to dispose of or alter properties subject to STB jurisdiction that are 50 years old or older. Finally, under the STB's regulations, no safety integration plan is required for this type of proposed transaction. 49 C.F.R. §§ 1106.2 and 1106.3.²

VI. CONCLUSION

For the foregoing reasons, BNSF requests the Board to grant an exemption from the provisions of 49 U.S.C. § 11323, et seq., for the lease and operation of the Interlocker Plant. BNSF also requests expedition in this matter and that the Board's decision be issued effective immediately or, at a minimum, effective in less than the usual 30 day period.

Richard E. Weicher
Sarah W. Bailiff
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, TX 76131-2828
(817) 352-2354

Respectfully submitted,



Sidney L. Strickland, Jr.

Elizabeth E. Waite

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Washington D.C. 20007
(202) 338-1325


ATTORNEYS FOR BNSF RAILWAY COMPANY

January 5, 2007

² Board and FRA rules require "Safety Integration Plans" for certain transactions between a Class I and a Class I or II carrier. No safety integration plan is required for this transaction as it does not involve a proposal by a Class I railroad to consolidate with, merge with or acquire control of another Class I railroad or a Class II railroad, 49 C.F.R. §§ 244.1, 1106.2 (definition of "transaction") and 1106.3.

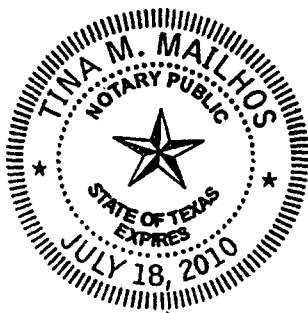
VERIFICATION

Brian Aman, Director, Contracts & Joint Facilities, of BNSF Railway Company, under penalty of perjury, declares and verifies that he has read the foregoing Petition for Exemption in Finance Docket No. 34976, knows the facts stated therein, and that said facts are true as stated.


Brian Aman

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

Subscribed and sworn to before me, a Notary Public, in and for the County of Tarrant,
in the State of Texas, this 21 day of December, 2006.



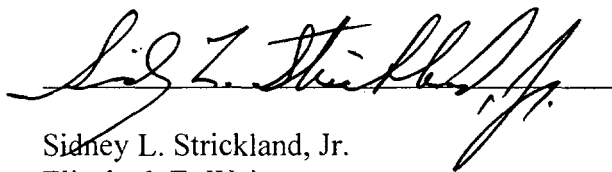

Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served by hand delivery or first-class mail this 5th day of January, 2007 on:

Cindy Bergmann
311 South Wacker Drive
Suite 3000
Chicago, IL 60606

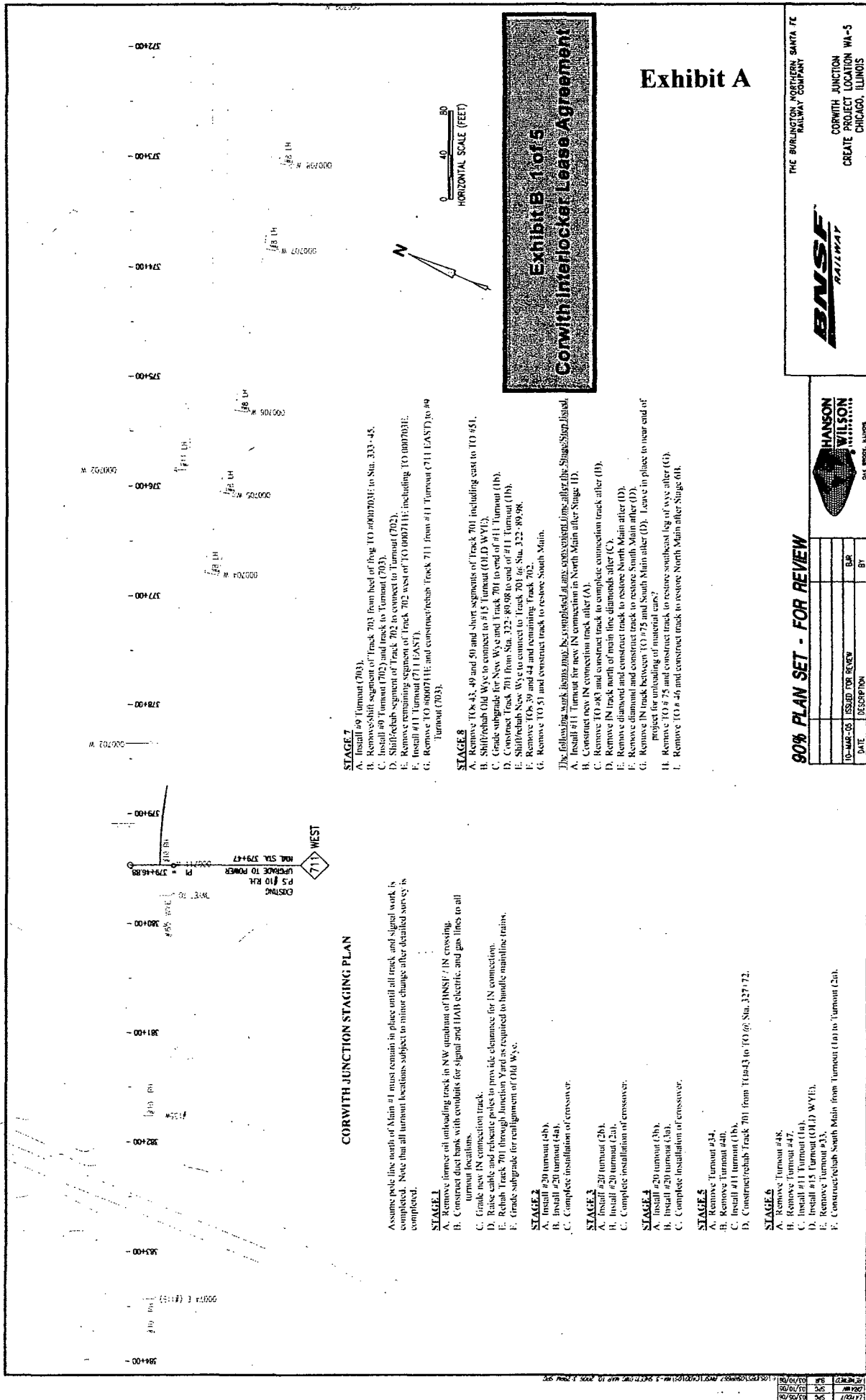
Richard E. Weicher
Sarah W. Bailiff
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, TX 76131-2828
(817) 352-2354

A handwritten signature in black ink, appearing to read "Sidney L. Strickland, Jr.", written over a horizontal line.

Sidney L. Strickland, Jr.
Elizabeth E. Waite
SIDNEY STRICKLAND AND ASSOCIATES
3050 K Street, N.W.
Suite 101
Washington D.C. 20007
(202) 338-1325

ATTORNEYS FOR BNSF RAILWAY COMPANY

January 5, 2007



CORWITH JUNCTION STAGING PLAN

Assume pole line north of Main #1 must remain in place until all track and signal work is completed. Note that all turnout locations subject to minor change after detailed survey is completed.

STAGE 1

- A. Remove former oil unloading track in NW quadrant of BNSF / IN crossing.
- B. Construct dike bank with conduits for signal and H&B electric and gas lines to all turnout locations.
- C. Grade new IN connection track.
- D. Raise cable and relocate poles to provide clearance for IN connection.
- E. Rehab Track 701 through Junction Yard as required to handle mainline trains.
- F. Grade subgrade for realignment of Old Wye.

STAGE 2

- A. Install #20 turnout (2b).
- B. Install #20 turnout (2a).
- C. Complete installation of crossover.

STAGE 3

- A. Install #20 turnout (2b).
- B. Install #20 turnout (2a).
- C. Complete installation of crossover.

STAGE 4

- A. Install #20 turnout (2b).
- B. Install #20 turnout (2a).
- C. Complete installation of crossover.

STAGE 5

- A. Remove Turnout #24.
- B. Remove Turnout #40.
- C. Install #11 turnout (1b).
- D. Construct/rehab Track 701 from Turnout (1a) to TO @ Sta. 327+72.

STAGE 6

- A. Remove Turnout #48.
- B. Remove Turnout #47.
- C. Install #11 turnout (1a).
- D. Install #15 turnout (O.D. WYE).
- E. Remove Turnout #23.
- F. Construct/rehab South Main from Turnout (1a) to Turnout (2a).

STAGE 7

- A. Install #9 turnout (703).
- B. Remove/rehab segment of Track 703 from head of bog TO #00703H to Sta. 333+45.
- C. Install #9 turnout (702) and Track 703 to Turnout (703).
- D. Shift/rehab segment of Track 702 to connect to Turnout (702).
- E. Remove remaining segment of Track 702 west of TO #00703H, including TO #00703H.
- F. Install #11 turnout (701 EAST).
- G. Remove TO #00703H and construct/rehab Track 701 from #11 Turnout (711 EAST) to #9 Turnout (703).

STAGE 8

- A. Remove TUs #3, 49 and 50 and short segments of Track 701 including east to TO #51.
- B. Shift/rehab Old Wye to connect to #15 Turnout (O.D. WYE).
- C. Grade subgrade for New Wye and Track 701 to end of #11 Turnout (1b).
- D. Construct Track 701 from Sta. 322+80.98 to end of #11 Turnout (1b).
- E. Shift/rehab New Wye to connect to Track 701 at Sta. 322+80.98.
- F. Remove TUs #9 and #44 and short segments of Track 702.
- G. Remove TO #51 and construct track to restore South Main.

The following work items may be completed at any convenient time after the Stage/Sign/Shop/Install.

- A. Install #11 Turnout for new IN connection in North Main after Stage 1D.
- B. Construct new IN connection track after (A).
- C. Remove TO #83 and construct track to complete connection track after (B).
- D. Remove IN track north of main line diamonds after (C).
- E. Remove diamond and construct track to restore North Main after (D).
- F. Remove diamond and construct track to restore South Main after (D).
- G. Remove IN track between TO #75 and South Main after (D). Leave in place to rear end of project for unloading of material cars.
- H. Remove TO #75 and construct track to restore southeast leg of wye after (G).
- I. Remove TO #46 and construct track to restore North Main after Stage 6H.

Exhibit B 1 of 5
Corwith Interlock Lease Agreement

Exhibit A

90% PLAN SET - FOR REVIEW

DATE	DESCRIPTION	BY
10-MAR-05	ISSUED FOR REVIEW	B.P.



THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

CORWITH JUNCTION
CREATE PROJECT LOCATION WA-5
CHICAGO, ILLINOIS

PLAN NO.: 059667

SHEET: 1 OF 5

CURVE LAYOUT

PC	PT	DEFLECTION ANGLE	DEGREE OF CURVE (D.C.)	CHORD	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	EXTERNAL	ORDINATE
21+48.27	24+08.31	36° 28' 12"	84° 15' 54"	84.15	223.78	866.09	442.04	334.63	36.68	24.84
24+08.31	26+07.51	42° 28' 35"	89° 35' 46"	89.35	319.45	814.02	607.51	351.06	56.78	35.99

TURNOUT LAYOUT

ID	TRACK	SWITCH	FROM	TURNOUT ALIGNMENT (TO)	PS (T/M)	TANGENT ALIGNMENT (T/M)	PS (T/M)	IP (T/M)	EP (T/M)
2	OLD WYE	POWER	15 RH	20+00.00	001	20+00.00	323+41.89		
3	TO 16	POWER	11 LH	20+00.00	001	20+00.00	324+42.36		
4	NO 19	POWER	11 LH	20+00.00	001	20+00.00	324+42.36		

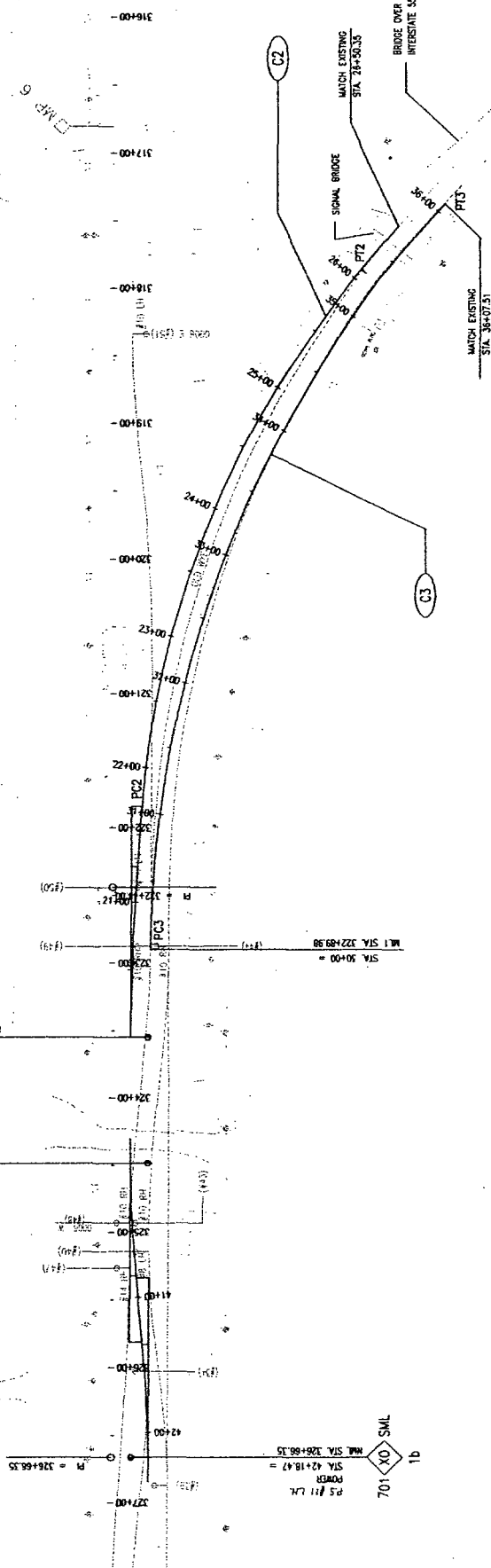
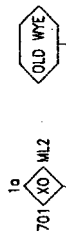
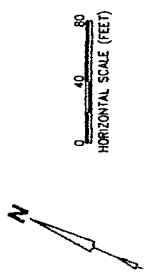


Exhibit C

Exhibit B 3 of 5
Corwith Interlocker Lease Agreement

90% PLAN SET - FOR REVIEW

DATE	DESCRIPTION	BY
10-MAR-05	ISSUED FOR REVIEW	B.R.

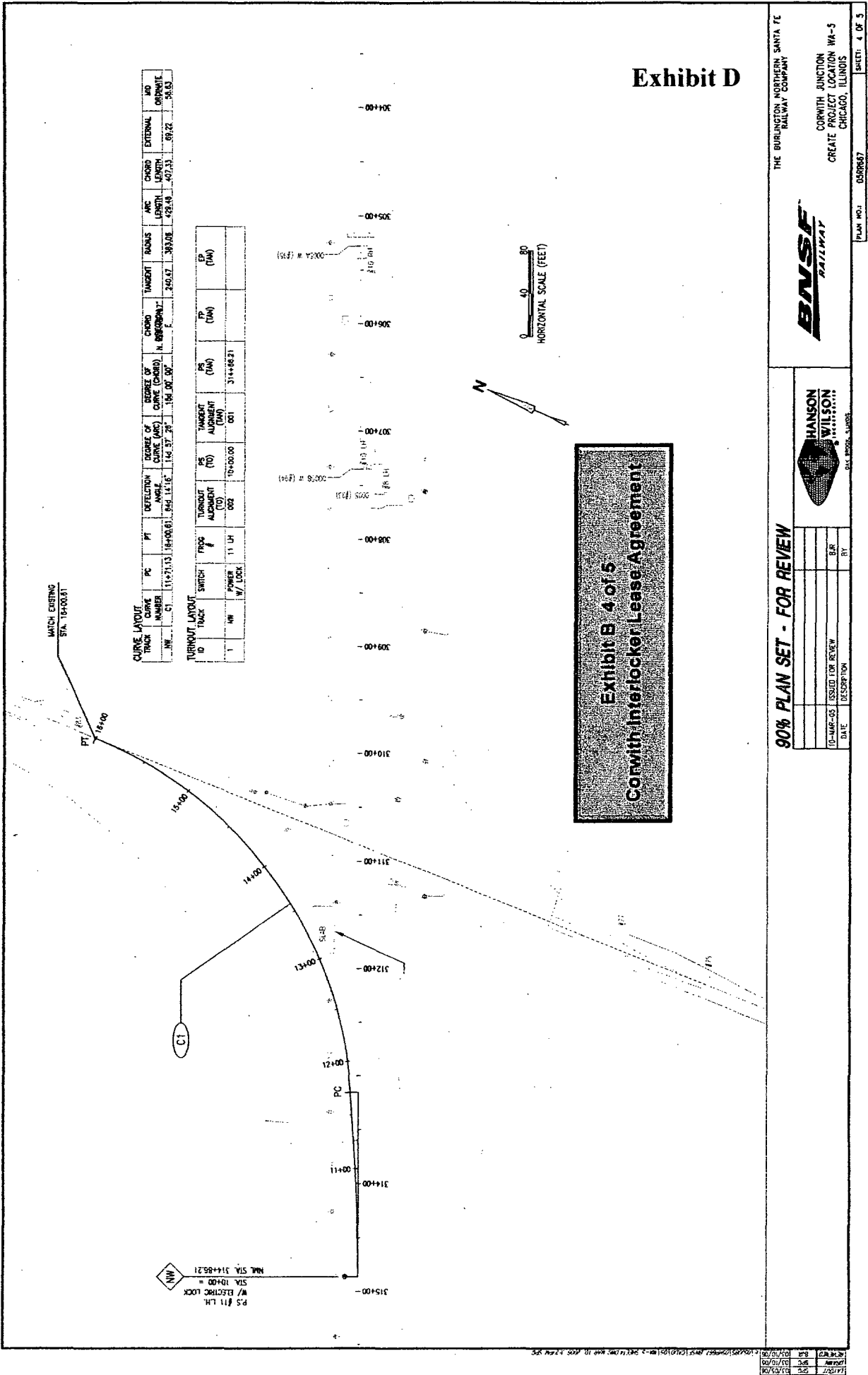


THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

CORWITH JUNCTION
CREATE PROJECT LOCATION WA-5
CHICAGO, ILLINOIS

PLAN NO.: 05R667 SHEET: 3 OF 5

Exhibit D



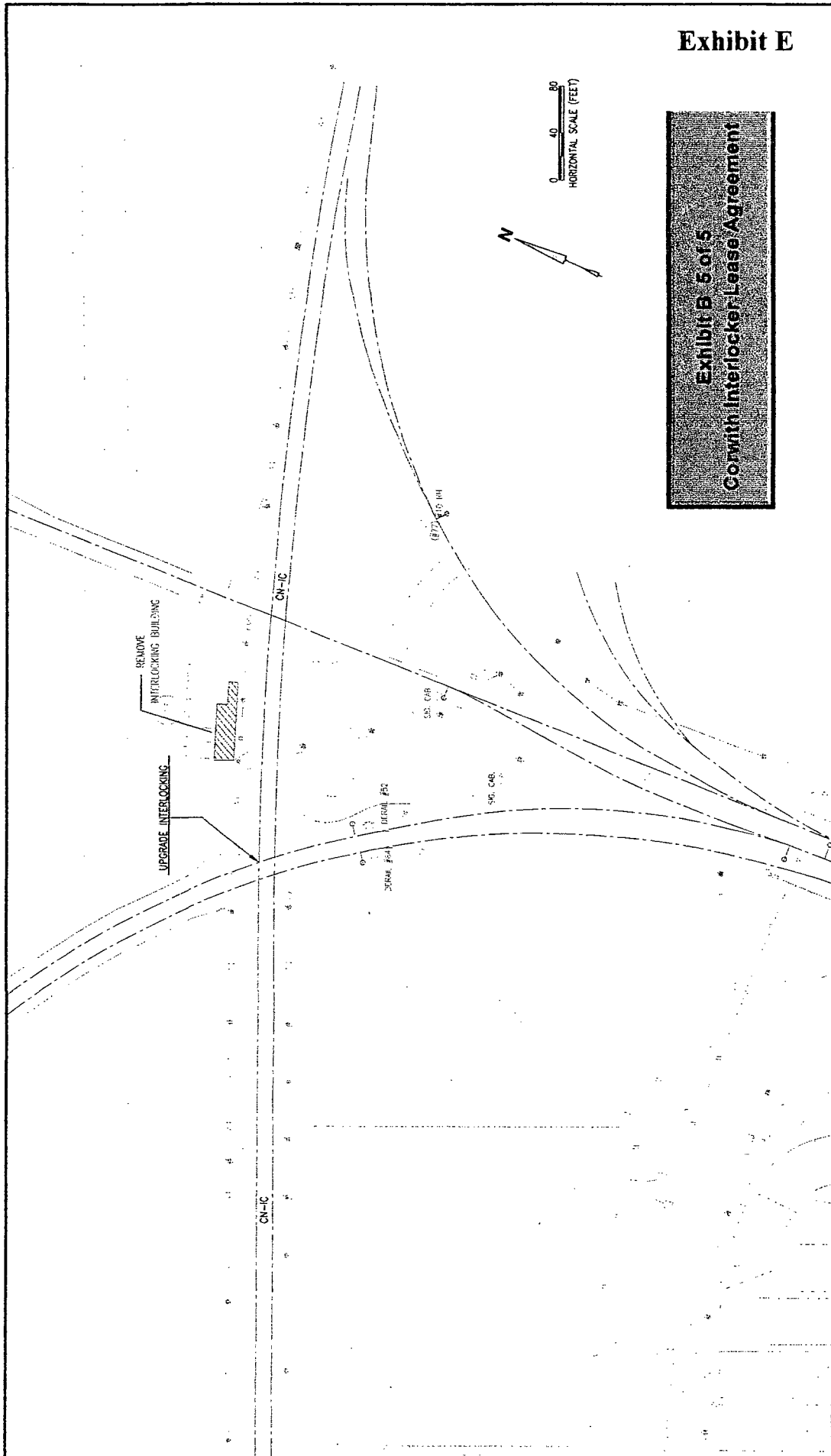


Exhibit E

Exhibit B 5 of 5
 Conwith Interlocker Lease Agreement

90% PLAN SET - FOR REVIEW

DATE	DESCRIPTION	BY
10-MAR-05	ISSUED FOR REVIEW	ELR



THE BURLINGTON NORTHERN SANTA FE
 RAILWAY COMPANY

CORWITH JUNCTION
 CREATE PROJECT LOCATION WA-5
 CHICAGO, ILLINOIS

PLAN NO. 1 CORW087 SHEET 3 OF 3

REV	DATE	BY	DESCRIPTION
01	03/10/05	ELR	ISSUED FOR REVIEW
02	03/10/05	ELR	ISSUED FOR REVIEW
03	03/10/05	ELR	ISSUED FOR REVIEW

**LEASE AGREEMENT
CORWITH INTERLOCKER**

THIS LEASE is made and entered into as of the 15th day of December, 2006 (the "Execution Date"), by and between **ILLINOIS CENTRAL RAILROAD COMPANY**, an Illinois corporation, whose principal address is 17641 S. Ashland Avenue, Homewood, IL 60430, hereinafter called "CN or Lessor", and **BNSF RAILWAY COMPANY**, a Delaware corporation, whose principal address is 2500 Lou Menk Drive, Ft. Worth, TX 76131, hereinafter called "BNSF or Lessee".

WHEREAS, Pursuant to an agreement dated October 29, 1887 by and between Lessor's predecessor, the Chicago and Alton Railroad, and Lessee's predecessor, the Atchison, Topeka & Santa Fe Railroad, Lessor granted permission to Lessee to lay and maintain two single tracks over and across Lessor's tracks at Corwith, Cook County, Illinois. Pursuant to an order of the Board of Railroad and Warehouse Commission of the State of Illinois dated December 10, 1891, an interlocking plant was constructed at Corwith; and

WHEREAS, Pursuant to an agreement dated October 18, 1915, the parties agreed to construct an electric interlocking plant at Corwith. Pursuant to an agreement effective June 21, 1918, Lessor and Lessee agreed to allocate the ownership and costs of operation of the interlocker in accordance with a formula based upon the proportional share of "operated units" in the interlocker plant for the account of each. In addition, the June 21, 1918 agreement set forth the rights and obligations of the parties with respect to maintenance and operation of the interlocker; and

WHEREAS, By Supplemental Agreements dated November 15, 1923, August 31, 1954, April 15, 1958 and November 4, 1987, the parties agreed upon certain expansions and additions to the interlocker plant and to a schedule of unit values by which to allocate the costs of operating and maintaining the interlocker; and

WHEREAS, Pursuant to a Supplemental Agreement dated February 22, 1965, Lessee agreed to construct a water pipeline to serve the tower at the interlocking plant, with the ownership and costs of maintaining and operating the water line to be shared by Lessee and Lessor, in accordance with their respective proportional shares of the "operated units" in the interlocker plant. The October 29, 1887 agreement and the June 21, 1918 agreement, each as amended and supplemented, are herein referred to collectively as the "Original Agreements", with the June 21, 1918 agreement, as amended referred to separately as the "Interlocker Agreement"; and

WHEREAS, As of the date hereof, the "Interlocker Plant" consists of the tower facility, track signals, signal appliances and structures (but excluding the tracks and track appurtenances) located within the area bounded by (i) the opposing home signals on the BNSF Joliet – Chicago main line; (ii) the opposing home signals on the CN Joliet – Chicago main line; and (iii) the opposing home signals on the BNSF Joliet – Chicago main line and the BNSF Wye; all as shown and described on Exhibit A attached hereto (the "Interlocker Plant"). The mainline track, track appurtenances, turnouts and de-rails of each of Lessee and Lessor are not included within the definition of the

Interlocker Plant and Lessor and Lessee shall continue to own and maintain their respective track, track appurtenances, turnouts and de-rails; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to accept, Lessor's interest in the Interlocker Plant and Lessor's interest in the land underlying the Interlocker Plant, on the terms and conditions hereinafter set forth; and

WHEREAS, Lessor and Lessee agree to amend the Original Agreements as described below for the purpose of reversing the responsibility for maintenance, repair, renewal, management, and operation of the Interlocker Plant from the Lessor to the Lessee.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements herein contained and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Lease of Leased Property.** Lessor, in consideration of the agreements of Lessee herein contained, hereby leases unto Lessee Lessor's interest in the Interlocker Plant and the land underlying the Interlocker Plant, including all signal appliances and structures located thereon and the tower facility, but excluding the tracks, track appurtenances, turnouts and derails of Lessor and Lessee (hereinafter collectively called the "Leased Property") situated at or near Lessee's Corwith Yard in the City of Chicago, State of Illinois, and described as follows: the area bounded by (a) the opposing home signals on the BNSF Joliet – Chicago main line; (b) the opposing home signals on the CN Joliet – Chicago main line; and (c) the opposing home signals on the BNSF Joliet – Chicago main line and the BNSF Wye; all as shown and described on Exhibit A attached hereto and made a part hereof.

LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PROPERTY and Lessee accepts the Leased Property "AS IS, WHERE IS," it being agreed that all risks with respect to the condition of the Leased Property are assumed by Lessee. Lessor and Lessee acknowledge that the tracks, track appurtenances, turnouts and derails (the "Track Infrastructure") located within the area of the Interlocker Plant are not included in the Leased Property and that such Track Infrastructure shall continue to be owned, maintained and operated in accordance with the terms and provisions of the Original Agreements, as amended and restated from time to time.

2. **Term.** This Lease shall become effective as of the later of the Execution Date or the date all required governmental approvals required to effect the terms hereof are obtained (the "Effective Date") and unless sooner terminated as hereinafter provided, shall remain in effect for a period of 20 years following the Effective Date (the "Term").

3. **Rent.** Lessee agrees to pay as rent for the Leased Property the sum of \$100,000 per annum, to be paid to the Lessor in installments of \$25,000 each, payable in advance on December 1,

March 1, June 1 and September 1 of each year during the Term hereof. Although Lessee's right to possession of the Leased Property shall terminate when the Term of this Lease has expired or is terminated prior to such expiration in accordance with the terms hereof, Lessee's obligations under this Lease, including but not limited to the obligation to pay rent and all other charges hereunder, and the obligation to pay utilities shall continue until Lessee delivers possession of the Leased Property to Lessor in the condition required by this Lease. Each installment of rental is to be delivered to Lessor at 17641 S. Ashland Avenue, Homewood, IL 60430, Attention: Manager of Real Estate or any other address directed in writing by Lessor's authorized representative, and any installment which is not received by Lessor by the due date shall bear interest at the rate of twelve percent (12%) per annum calculated from the due date to the date of receipt or the maximum interest allowed by applicable law, if lower. In addition to payment of interest to cover loss of use of the funds, Lessee must pay a late payment charge of \$100.00 to cover Lessor's cost of administration resulting from each such late payment.

4. Taxes/Special Assessments and Utilities. Lessor shall be responsible for general real estate taxes and general and special assessments levied against the Leased Property and Lessor may charge Lessee for its share of contribution for same pursuant to the terms of the Original Agreements as amended herein. Lessee shall be responsible for utilities levied against and/or require for the operation and maintenance of the Leased Property, and Lessee may charge Lessor for its share of contribution for same if provided for pursuant to the terms of the Original Agreements, as amended herein.

5. Lease Subject to Superior Rights.

a) Lessee accepts this Lease subject to all existing and, subject to the terms of this Section 5, all future liens, encumbrances, mortgages and other superior rights, if any, in and to said Leased Property. Lessee agrees it shall not have any claim against Lessor for damage on account of any deficiency in title of the Leased Property and agrees that in the event of failure of such title the sole remedy of Lessee shall be the right to return of a proportionate share of rent paid in advance for any period in which Lessee is deprived of possession of Leased Property by a claim of title superior to that of Lessor. Lessee accepts the Leased Property subject to rights of any party, including Lessor, in and to any existing and, subject to the terms of this Section 5, all future conduits, sewers, water lines, gas lines, power lines, drainage, facilities, telephone, telegraph, or other wires, and poles and utilities or facilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same because of this Lease, Lessee shall bear and pay that cost and Lessor shall share in the cost thereof to the extent provided for pursuant to the terms of the Interlocker Agreement or the Original Agreements. Notwithstanding any provision to the contrary in this Lease, if and to the extent the Original Agreements restrict the ability of Lessor or otherwise contain covenants pertaining to such grant of rights to third parties, including without limiting the generality of the foregoing, covenants regarding the admission of other users to the use of the Interlocker Plant, those restrictions and covenants shall continue to apply to Lessor and shall not be overridden by the terms or conditions of this Lease.

(b) Subject to the terms of Section 5(a) above, Lessee accepts the Leased Property subject to the rights of any party, including Lessor, in and to any existing roadways, easements, permits or licenses existing as of the date of this Lease or arising in the future, subject to the terms of this Section 5. Lessee agrees to provide to Lessor, and other lessees, grantees and permittees of Lessor, access over and through the Leased Property on these existing roadways, easements, permits or licenses should such access be deemed necessary by Lessor. Lessor hereby reserves unto itself and its grantees and licensees the right and easement to install, construct, use, operate, maintain, repair and replace any pipe, conduit or tunnel, and any electric, communication or signal transmission lines, together with poles and guys therefore, and under or over the Leased Property; provided any such use by Lessor does not materially or unreasonably interfere with the use of the Leased Property by Lessee for purposes of repairing, maintaining, renewing and operating the Interlocker Plant; and provided further that Lessor shall be responsible for the care or maintenance of such roadways (other than those roadways used for ingress and egress to the Leased Property to perform the obligations assumed by Lessee under this Lease which roadway maintenance shall be Lessee's responsibility), easements, permits or licenses and shall indemnify and hold harmless Lessee from any and all costs and claims arising in connection with such maintenance of such roadways (other than those roadways used for ingress and egress to the Leased Property to perform the obligations assumed by Lessee under this Lease which roadway maintenance shall be Lessee's responsibility), easements, permits, or licenses. Lessor makes no covenant for quiet enjoyment of the Leased Property, provided that Lessor shall not materially or unreasonably interfere with the use of the Leased Property by Lessee for purposes of repairing, maintaining, renewing or operating the Interlocker Plant. Subject to the foregoing, Lessee assumes any damage Lessee may sustain as a result of, or in connection with, any want or failure at any time of Lessor's title to the Leased Property.

c) Subject to the terms of this Agreement, Lessor shall have the sole right to administer and receive all rents, revenues and income from third parties attributable to various rights of third parties pertaining to all or a part of the Leased Property (including, without limitation, income attributable to sales, leases, permits, licenses, easements, etc.). Lessee shall be placed on notice of certain rights of third parties pertaining to the Leased Property as identified in Exhibit C to be attached to this Lease within forty five days after the date hereof (provided that Lessor does not represent or warrant the accuracy or completeness of Exhibit C), and to the extent Lessee is provided with written notice of such rights of any third parties (and copies of any relevant agreements between Lessor and such third parties) now or in the future. With respect to rights of third parties known by or disclosed to Lessee and existing as of the Commencement Date, Lessee shall comply with the obligations of Lessor as if Lessee were the owner of the Leased Property, and Lessee shall not interfere with such rights of any such third parties and shall indemnify Lessor from and against any violations by Lessee of such rights of third parties. With respect to rights of third parties which may arise in the future, (i) Lessee shall have the right to review and approve any such rights granted to third parties, such approval not to be unreasonably withheld, conditioned, or delayed, (ii) Lessee shall not interfere with any rights of third parties so long as the grant of such rights is consistent with the provisions of this Lease and the Original Agreements and the Interlocking Agreement; (iii) so long as the rights and obligations under such third party rights agreements are consistent with this Lease, the Original Agreements, and the Interlocking Agreement, and the usual and customary practices for similar grants of rights routinely granted on railroad rights of way, Lessee shall indemnify Lessor from and against any violations by Lessee of such rights of third parties.

6. **Leased Property Accepted "As Is"**. Lessee has examined the Leased Property, knows the condition of the Leased Property, has received the same in existing order and repair and acknowledges that no representations as to the condition and repair thereof have been made by Lessor or its agents or employees prior to or at the execution of this Lease that are not herein expressed. Lessee accepts the Leased Property "AS IS, WHERE IS," and Lessor specifically disclaims any warranty, guaranty or representation, oral or written, with respect to the nature or condition of the Leased Property or the compliance of the Leased Property with any laws, rules, ordinances or regulations of any federal, state or local government or agency having jurisdiction over the Leased Property or the parties.

7. **Maintenance, Operation, Management and Supervision by Lessee**. Lessor and Lessee agree to amend the terms of the Interlocker Agreement as follows:

(a) Commencing on the later of January 1, 2007 or ten days after the Effective Date of this Lease, and continuing throughout the Term of this Lease, Lessee shall assume the right, responsibility and supervision for the performance of all maintenance, repairs, and renewals of the Interlocker Plant and the Leased Property.

(b) All references to Lessor (originally Chicago and Alton Railroad Company, now Illinois Central Railroad Company and referred to in the Interlocker Agreement as "Chicago Company", "Receiver", and "GM&O") as they pertain to performance of maintenance, repair and renewal of the Interlocker Plant shall be deemed to read "Lessee".

(c) All references to Lessee (originally The Atchison, Topeka and Santa Fe Railway Company, now BNSF Railway Company and referred to in the Interlocker Agreement as "Atchison Company" and "Santa Fe") as they pertain to payments for said maintenance, repair and renewal of the Interlocker Plant shall be deemed to read "Lessor".

(d) Commencing on January 1, 2008 and continuing throughout the Term of this Lease, Lessee shall assume the right, responsibility and supervision for the operation, management, and control of the Interlocker Plant.

(e) All references to Lessor (originally Chicago and Alton Railroad Company, now Illinois Central Railroad Company and referred to in the Interlocker Agreement as "Chicago Company", "Receiver", and "GM&O") as they pertain to operation of the Interlocker Plant shall be deemed to read "Lessee".

(f) All references to Lessee (originally The Atchison, Topeka and Santa Fe Railway Company, now BNSF Railway Company and referred to in the Interlocker Agreement as "Atchison Company" and "Santa Fe") as they pertain to payments for said operation of the Interlocker Plant shall be deemed to read "Lessor".

(g) Lessee in assuming the right, responsibility and supervision for the performance of all maintenance, repairs, renewals and operations of the Interlocker Plant shall be entitled to reimbursement from Lessor for Lessor's share of the cost of such maintenance, repairs, renewals and operations with the formula set forth in the Interlocker Agreement, as amended.

8. **Loss by Casualty.** Notwithstanding any terms or provisions of the Original Agreements to the contrary, commencing on January 1, 2007 and continuing throughout the Term of this Lease in the event that all or any portion of the Interlocker Plant is damaged or destroyed and allocation of liability for such damage or loss is not otherwise expressly covered by the terms of the Original Agreements or the Interlocker Agreement, the Lessee shall be obligated to repair or rebuild the Interlocker Plant in compliance with the terms and provisions of the Original Agreements, as amended herein, and if the Lessee fails to do so, the Lessor shall have the right to repair, replace or rebuild the Interlocker Plant; provided however, that nothing in the foregoing is intended or shall be construed to alter or amend the allocation of the liability for such damage or loss as set forth in the Original Agreements. The cost of such rebuilding or repair shall be borne by the parties in accordance with the provisions of the Original Agreements.

9. **Improvements by Lessee.**

(a) Except for the "Signal Improvements", as hereinafter defined in Section 9. (b), Lessee will not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the Leased Property or any part thereof, without the prior written consent of Lessor. It is expressly understood that all alterations, installations, changes, replacements, additions or improvements upon the Leased Property (whether with or without Lessor's consent), shall remain upon the Leased Property and be surrendered with the Leased Property at the expiration of this Lease without disturbance, molestation or injury caused by Lessee.

(b) Lessee may make certain improvements to the Interlocker Plant signal equipment, which improvements are detailed on Exhibit B attached hereto (the "Signal Improvements"). Lessee shall cause the plans and specifications for the Signal Improvements to be prepared at Lessee's sole cost and expense and delivered to Lessor for Lessor's review and approval, and such approval shall not be unreasonably withheld. Lessor agrees to complete its review of the plans within 30 days of receipt thereof. Upon approval of the plans and specifications for the Signal Improvements, Lessee shall, subject to and conditioned upon receipt of any necessary permits or Governmental authority, cause the construction of the Signal Improvements to be commenced. If constructed, the Signal Improvements shall be completed in accordance with the terms and conditions of a Construction Agreement to be executed by Lessor and Lessee.

(c) Provided the Signal Improvements are complete, Lessor and Lessee shall negotiate and execute a New Interlocker Agreement ("New Interlocker Agreement") that shall thereafter govern the rights and responsibilities of the parties with respect to the maintenance of the Interlocker Plant. The New Interlocker Agreement shall be negotiated with similar terms and conditions as the Original Agreement, as amended herein including, but not limited to, any apportionment of expenses

based on revised AAR unit counts that may result from the Signal Improvements. In the case that a new Interlocker Agreement cannot be successfully negotiated and executed between Lessor and Lessee, the Original Agreements, as amended, as well as this Lease shall govern, provided that the new AAR unit counts shall apply to the allocation of costs and expenses between the parties.

(d) The Construction Agreement shall provide that, within thirty (30) days after the completion of the Signal Improvements, Lessor shall pay to Lessee the sum of One Million Dollars (\$1,000,000) which payment shall be in lieu of any other payments to which Lessee may otherwise be entitled under the terms and provisions of the Original Agreements as amended herein as a result of the construction of the Signal Improvements. The payment for the Signal Improvements, if not received by the due date shall bear interest at the rate of twelve percent (12%) per annum calculated from the due date to the date of receipt. In addition to payment of interest to cover loss of use of the funds, Lessor must pay a late payment charge of \$100.00 to cover Lessee's cost of administration resulting from each such late payment. In exchange for the foregoing payment, Lessee hereby releases and waives any right it may have to reimbursement for costs and expenses incurred with respect to the Signal Improvements under the terms of the Original Agreements.

(e)

(i) Effective January 1, 2007, notwithstanding any provision of the Original Agreements to the contrary, Lessee shall assume responsibility for the day-to-day maintenance, repair and renewal of the Interlocker Plant and shall be entitled to reimbursement from Lessor for Lessor's share of the maintenance, repair, and renewal costs in accordance with the terms and provisions of the New Interlocker Agreement and/or the Original Agreements, as amended herein.

(ii) Effective January 1, 2008, notwithstanding any provision of the Original Agreements to the contrary, Lessee shall assume responsibility for the day-to-day operation of the Interlocker Plant and shall be entitled to reimbursement from Lessor for Lessor's share of the operating costs in accordance with the terms and provisions of the New Interlocker Agreement and/or the Original Agreements, as amended herein.

(iii) Through and including December 31, 2007, Lessor shall continue to operate the Interlocker Plant from the tower facility with Lessor's own employees in accordance with the provisions of the Original Agreements.

10. Lessee's Use to Comply with Legal Requirements and Will Avoid Hazards, Nuisance, etc.

(a) Lessee agrees at its sole risk and expense to comply with all obligations imposed on it and on its use of the Leased Property under the terms of this Lease and any and all applicable laws, rules, regulations and requirements imposed by any governmental authority with jurisdiction over Lessee, Lessor or the Leased Property, any public ways adjacent to the Leased Property and/or the

business conducted by Lessee on the Leased Property. Lessee also agrees to comply with current circulars, specifications and standards (as they may be revised from time to time) imposed by the Association of American Railroads with respect to railroad operations on or in the vicinity of the Leased Property, copies of said circulars, specifications and standards being available for delivery to Lessee by Lessor upon request.

(b) Except as otherwise provided in the Construction Agreements and the Original Agreements as amended herein, Lessee agrees that no excavation, building, structure, platform, obstruction or equipment of any kind shall be placed, erected or permitted nearer than 8.5 feet laterally of the center line of the track measured at right angles thereto (except that the horizontal minimum clearance with respect to curved tracks shall be increased one inch for each degree of curvature), or within 25 feet vertically from the top of the rail of the track (except as to wires, the overhead minimum clearance of which shall be in accordance with specifications of the current National Electrical Safety Code, and in no case less than twenty-seven (27) feet or twenty-five (25) feet in the case of wires or cables suspended from messengers) above the top of rails of the track.

(c) Except for any matters approved by the Lessor, or normal railway operating and maintenance practice consistent with all applicable regulations, Lessee will not do or permit anything to be done on the Leased Property or bring or keep anything thereon, which shall in anyway increase the rate of fire or other insurance for the Leased Property, or on the property or cars kept thereon, or conflict with the fire, pollution, laws or regulations, or with any insurance policy upon the Leased Property or any part thereof, or with any applicable laws, ordinances, rules, regulations or requirements enacted or established by any governmental authority.

(d) Except as may be approved by Lessor, Lessee shall not interfere with or obstruct drainage ditches or drain pipes on or below the surface of the ground as the same may now exist upon or near the Leased Property. Nor shall Lessee put or permit any contaminants, hazardous or polluting matter to enter onto the Leased Property except for accommodation of routine freight operations consistent with all applicable regulations. Lessee agrees, at its expense, to keep the Leased Property free of vegetation and debris and in a neat and sanitary condition, and agrees to conform to all laws, ordinances, rules, regulations and requirements of any governmental body having jurisdiction including, but not limited to, Bureau of Explosives Circular No. 17, and any amendments, reissues and supplements thereto, governing the maintenance and use of the Leased Property, except to the extent any failure to maintain or conform to all or any of the foregoing conditions are caused or contributed to by Lessor.

11. Indemnification. Except to the extent specifically provided for herein, indemnification for loss or damage to persons or property or for injury or death of persons arising as a result of the use, operation, or maintenance of the Interlocker Plant shall be as provided in the Original Agreements and the Interlocker Agreement, notwithstanding any provision to the contrary in this Lease. Except to the extent specifically provided for herein, in the event of any loss or damage to persons or property or injury or death of persons not otherwise expressly provided for in the Original Agreements or the Interlocker Agreement, Lessee shall assume and bear all liability therefor and shall indemnify Lessor from and against all such liability, cost, and expense, except to the extent

proximately caused by the acts or omissions of Lessor.

12. Insurance. If, at any time during the Term of this Lease, Lessee engages contractors to perform work on the Leased Property, Lessee shall require each such contractor to provide and maintain in effect during the performance of such work contractual and comprehensive general liability insurance, including public liability, property damage, and contractual liability covering liability assumed by Lessee under the provisions of Lessee's indemnity covenants herein. Such insurance shall have a minimum combined single limit of liability of \$5,000,000 per occurrence, and a \$10,000,000 aggregate limit for the term of the policy, and shall be with companies and in form acceptable to Lessor. The insurance shall not contain any exclusion for injury, loss or damage arising out of or resulting from (a) doing business on, near or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Such insurance shall be primary and non-contributory. All such insurance policies shall be endorsed to name Lessor as an additional named insured party and to provide not less than thirty (30) days' notice to Lessor of any cancellation thereof and of any material change in coverage. Lessee agrees to cause all insurance policies to contain a waiver of subrogation against Lessor and the Lessor Parties and to be so written that the insurers shall have no claim or recourse of any kind whatsoever against Lessor, the Lessor Parties, or the Leased Property. Lessee shall furnish to Lessor complete copies of all such insurance policies and appropriate certificates of insurance with evidence of payment of premiums therefor. Lessee shall not permit any contractor to enter the Leased Property until Lessor has approved the issuing companies and form of all such policies. The providing of said insurance coverages and Lessor's acceptance thereof shall not be deemed a limitation or modification of the liability or obligations of Lessee as provided in this Lease, but shall be additional security therefor.

13. Default.

(a) If Lessor does not receive in full any installment of rent by the date such payment is due and such default continues for a period of thirty (30) days, or if either party shall materially default in the performance of any other material covenants or agreements herein contained and such default continues for a period of thirty (30) days after delivery of written notice thereof to the defaulting party, or if bankruptcy, insolvency, receivership, foreclosure of any similar proceedings affecting Lessee shall be instituted and not dismissed for a period of thirty (30) days, or if Lessee abandons the Leased Property for a period of thirty (30) days or if either party shall materially default in the performance of any material covenants or agreements in the Original Agreements as amended, as determined pursuant to the Dispute Resolution procedures set forth in Section 20 hereof, the Construction Agreement or the New Interlocker Agreement, Lessor or the non defaulting party as the case may be, in any such instance, at its election treat such occurrence as a breach of this Lease and have one or more of the following described remedies, in addition to any and all remedies available at law or in equity.

- (i) Lessor or the non defaulting party as the case may be, may terminate this Lease and the Term created hereby. In the event of a termination by Lessor,

Lessor may forthwith repossess the Leased Property and Lessor's exclusive right to control, maintain and manage the Interlocker Plant and be entitled to recover damages. Lessor's damages for default, if any, may include a sum of money equal to the value of the rent and additional rent provided to be paid by Lessee for the Leased Property for the balance of the stated term of the Lease, and any other sum of money and damages owed by Lessee to Lessor.

- (ii) In the event of termination by Lessor, Lessor may assume control of the operation of the Leased Property and, in such event, the Lessee shall reimburse Lessor for all costs incurred by Lessor in connection with relocating control of the Interlocker Plant to Lessor's own facility and all reasonable costs in connection with transitioning the operation of the Interlocker Plant, including the cost of providing flagmen or such other safety measures as reasonably necessary to provide for safe operation of the Interlocker Plant. In the event of a change in control all obligations under the Original Agreements, as amended, and the New Interlocker Agreement shall be amended to reverse the obligations of the parties concerning repair, maintenance, renewal and operation of the Interlocker Plant.

The parties hereby agree that to the extent any of the foregoing notice periods provided in this Article 13 and elsewhere in this Lease are greater than the notice periods required under the applicable state statutes, such greater notice periods as are provided for herein shall substitute for any such statutory notice periods, and any notices given pursuant to the terms hereof shall be deemed the notice required by any such statute.

(b) Whenever or however this Lease or Lessee's right to possession is terminated, subject to applicable federal laws and regulations Lessor shall have the right (without being guilty of any manner of trespass or forcible entry or detainer) without further notice or demand, or process of law, to immediately take possession of Leased Property and any improvements thereon, and to remove therefrom Lessee and any and all effects that may be then on the Leased Property, using such force as may be necessary, and to repossess and enjoy the Leased Property. When the term of this Lease shall be ended for any cause, Lessee covenants and agrees to give up and surrender to Lessor peaceably and immediately the Leased Property and all improvements thereon without further demand or notice, and in good order, repair and condition; provided, however, Lessee's covenant of surrender shall be subject to and conditioned upon any necessary governmental approvals, which Lessee shall pursue in good faith if any may be required. Termination of this Lease shall not affect the Lessor's rights with respect to Lessee's obligations for rent or otherwise and shall not prevent either party from pursuing such other actions or proceedings as it may deem advisable.

(c) If Lessee fails to substantially begin compliance with any obligations under the terms of this Lease after receiving ten (10) days' written notice from Lessor, the Lessor may, at its option, perform such obligations at the sole risk and expense of Lessee. Cost of work performed by Lessor for Lessee's account as referred to in this Lease is hereby defined to be the cost of labor and material furnished by Lessor and rental on equipment used. To the cost of labor there shall be added 10% to cover supervision and accounting. Also added will be the cost of vacation allowance, paid holiday

allowance, health and welfare allowance, Railroad Retirement and/or Social Security taxes, unemployment compensation and premiums on workmen's compensation, property damage and public liability insurance. To the cost of material there shall be added 15% to cover accounting, handling and transportation. In addition, the cost shall include taxes payable by Lessor under any excise, sales or use tax based on the wages of labor, cost of material, or the gross cost of the work, as the case may be. Bills covering such cost and expense as herein defined shall be paid by Lessee within fifteen (15) days after the receipt thereof. Bills not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due, or the maximum interested allowed by applicable law if lower.

14. Reserved.

15. Assignment or Subletting. The obligations and duties of Lessee in this Lease shall be non-delegable. Lessee shall not sublease, license or permit any rights or obligations of this Lease or any uses of the Interlocker Plant, or any part thereof, or assign or sublet this Lease, in whole or in part, to any other party without Lessor's advance written consent; provided, however, an assignment in full of all rights and obligations to a successor entity of Lessee pursuant to a sale or transfer of all or substantially all of Lessee's assets pursuant to merger, sale, consolidation, combination, order or decree of governmental authority, or assignment, mortgage or lease of Lessee's railroad in its entirety, shall be valid or binding without the written consent of Lessor. Subject to the foregoing, this Lease shall be binding upon the successors and permitted assigns of the parties hereto.

16. Hazardous Substances. Except in connection with freight transportation provided in the ordinary course of business, neither party shall cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Leased Property without first obtaining the other party's written consent and then only in compliance with all applicable laws, ordinances, rules, regulations and requirements of all governmental authorities and the various departments thereof.

If, during the term of this Lease, Hazardous Substances are used, brought, stored, generated, or disposed of on, in or from the Leased Property, except as permitted above, or if Hazardous Substances are used, stored, generated, or disposed of on, in, or from the Leased Property by any party other than Lessor or any third party leasing, occupying or operating the Leased Property pursuant to authority granted solely by Lessor in violation of local, state, or federal law, or if the Leased Property or surrounding, adjacent or nearby property becomes contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify, defend and hold harmless Lessor from any and all claims, causes of action, damages, fines, orders, judgments, penalties, costs, liabilities, or losses arising from or related therefrom during or after the Lease term as a result of that use, storage, generation, disposal or contamination occurring during the term of this Agreement. Either party shall have the right, at the sole cost and expense of the requesting party, to conduct a reasonable benchmark inspection/audit of the environmental condition of the Leased Property at the inception of this Lease and a post-termination environmental inspection/audit of the Leased Property by an independent expert consultant to be retained jointly. This indemnification includes, without

limitation: any and all costs incurred because of any investigation of or settlement of contamination, or violation of local, state or federal law; any cleanup, removal, or restoration mandated by a federal, state, or local government or agency thereof.

Without limitation of the foregoing, if either party causes or permits the presence of any Hazardous Substance on the Leased Property that results in contamination, such party permitting or causing such activity shall promptly, at its sole expense, take any and all necessary actions to return the Leased Property to the condition existing prior to the presence of any such Hazardous Substance on the Leased Property. For purposes of the foregoing provisions of this Section 16, Lessor or references to Lessor as a "party" shall mean and be deemed to include Lessor and any third party leasing, occupying or operating the Leased Property pursuant to authority granted solely by Lessor. The party taking action to restore the Leased Property shall first obtain the other party's approval for any such remedial action, which approval shall not be unreasonably withheld.

As used herein, "Hazardous Substance" means any substance, material or waste which is or becomes regulated by any governmental or regulatory authority with jurisdiction over the parties and/or the Leased Property, including any toxic, ignitable, reactive, or corrosive substance, material, or waste that is regulated by any local, provincial or federal government or agency thereof. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "contaminant," "toxic waste" or "toxic substance," "air contaminant," "contaminant," "effluent," or any such substantially similar term pursuant to local, state, or federal legislation, ordinance, or regulation, and all regulations thereunder. "Hazardous Substance" includes but is not restricted to asbestos, asbestos containing materials, urea formaldehyde, polychlorobiphenyls ("PCBs"), petroleum, and petroleum products.

Notwithstanding any provision to the contrary in the foregoing:

a) To the extent liability and indemnity provisions of the Original Agreements expressly conflicts with the terms of any liability or indemnity referenced hereinabove, the terms of this Section 16 shall be superseded thereby, and the terms of the Original Agreements shall govern accordingly.

b) In no event shall Lessee indemnify Lessor for loss, damage, injury to persons or property, or death of persons, or any economic loss or expense to the extent same shall arise in whole or in part from a) acts or omissions of Lessor or any third parties claiming by and through any rights or interests granted in and to the Leased Property by Lessor or b) incidents or circumstances to the extent arising or existing prior to the Effective Date which were not caused, exacerbated, or contributed to by Lessee during the term of this Lease.

17. Regulatory Approval. This Lease is subject to any necessary approval or exemption by the Surface Transportation Board ("STB"). As soon as reasonably practicable after the date hereof, the Lessee shall prepare and present to the STB all necessary and appropriate filings and

other presentations (collectively, the "STB Filings") in connection with seeking the approval or exemption by the STB of the transactions contemplated hereby and shall prosecute the STB Filings with reasonable diligence. It is understood and agreed that the Lessee shall use its commercially reasonable best efforts to make its initial STB Filings within ten (10) days following the date hereof.

In the event the STB imposes conditions on this transaction, other than standard labor protective conditions routinely imposed in Class I lease transactions (i.e., New York Dock labor protective conditions), which are unacceptable to either party, either party may at its option, elect not to proceed with the terms of this Lease.

The Lessor shall cooperate with Lessee to achieve the foregoing to the extent reasonably requested by the Lessee, including assisting in the preparation of all STB Filings, documents or other public statements related to any STB proceedings or rulemaking or any other legal or legislative proceeding or deliberation that could in the reasonable opinion of the Lessee affect the likelihood of obtaining STB approval or exemption. In furtherance of the foregoing, the Lessee shall, subject to the terms and conditions of this Lease, have final authority over the development, presentation and conduct of the STB Filings, including without limitation final authority over decisions as to whether to agree to or acquiesce in conditions imposed by the STB. The Lessor shall take no regulatory or legal action (or have communications with the STB) relating to this Lease or the transactions contemplated hereunder without the Lessee's prior consent.

18. Labor Claims. Each party agrees to indemnify, defend and hold harmless the other against any and all costs and payments, including, without limitation, reasonable attorneys fees and costs, in any way related to, connected with or arising out of claims or grievances (i) made by or on behalf of its own employees pursuant to employee protective conditions imposed by the STB as a condition of that agency's approval of this Lease or the transactions contemplated hereby, or (ii) made by or on behalf of its own employees pursuant to a collective bargaining agreement. It is the intention of the parties that each party shall bear the costs of protection of its employees under employee protective conditions which may be imposed, and of grievances filed by its own employees arising under its collective bargaining agreements with its employees.

19. Force Majeure. The parties' obligations under this Lease agreement shall be excused to the extent made necessary in the event of force majeure as hereinafter defined. No party hereto shall be liable for any failure of performance hereunder (except for payment of any amounts due hereunder) due to events of force majeure defined as causes beyond a party's reasonable control, including but not limited to acts of God, fire, explosion, vandalism, storm, flood, geological disturbance, snow accumulation, accidents, derailments or other similar occurrences that cannot be reasonably prevented, any law, order, regulation, direction, action or request, reasonably challenged by a the party seeking to claim force majeure, of the United States government, or of any other government, including state and local governments having jurisdiction over a party, or of any department, agency commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppage, or other labor difficulties. To the extent

practicable, the parties shall be prompt in restoring normal conditions as the event causing the failure or delay has ceased.

20. Arbitration.

(a) If at any time a question or controversy shall arise between the parties hereto in connection with this Lease agreement upon which the parties cannot agree, either party shall have the right to require a meeting of designated representatives with authority to settle the matter within 30 days of written notice of a desire to meet; if it cannot be resolved within 30 days of the meeting of the parties, then the aggrieved party may demand arbitration. Unless other procedures are agreed to by the parties, arbitration between the parties pursuant to this Section 20 shall be governed by the rules and procedures set forth in this Section 20.

(b) If the parties to the dispute are able to agree upon a single competent and disinterested arbitrator within twenty (20) days after written notice by one party of its desire for arbitration to the other party, then the question or controversy shall be submitted to and settled by that single arbitrator. Otherwise, any party (the notifying party) may notify the other party (the noticed party) in writing of its request for arbitration and nominating one arbitrator. Within twenty (20) days after receipt of said notice, the noticed party shall appoint an arbitrator and notify the notifying party in writing of such appointment. Should the noticed party fail within twenty (20) days after receipt of such notice to name its arbitrator, said arbitrator may be appointed by the American Arbitration Association, which shall designate said appointment from the CPR Panel of Distinguished Neutrals, or other similar body of competent neutral arbitrators which may be agreed upon between the parties, upon application by either party after ten (10) days' written notice to the other party. The two arbitrators so chosen shall select one additional arbitrator to complete the board. If the arbitrators so chosen fail to agree upon an additional arbitrator, the same shall, upon application of a party, be appointed in the same manner hereto before stated.

(c) Upon selection of the arbitrator(s), said arbitrator(s) shall, with reasonable diligence, determine the questions as disclosed in said notice of arbitration, shall give both parties reasonable notice of the time and place (of which the arbitrator(s) shall be the judge) of hearing evidence and argument, may take such evidence as the arbitrator(s) shall deem reasonable or as either party may submit with witnesses required to be sworn, and hear arguments of counsel or others. If an arbitrator declines or fails to act, the party (or parties in the case of a single arbitrator) by whom the arbitrator was chosen or the American Arbitration Association, as the case may be, shall appoint another to act in the arbitrator's place.

(d) After considering all evidence, testimony and arguments, said single arbitrator or the majority of said board of arbitrators shall promptly state such decision or award and the reasoning for such decision or award in writing which shall be final, binding, and conclusive on all parties to the arbitration when delivered to them. The award rendered by the arbitrator(s) may be entered as a judgment in any court in the United States of America having jurisdiction thereof and enforced as between the parties without further evidentiary proceeding, the same as entered by the court at the conclusion of a judicial proceeding in which no appeal was taken. Until the arbitrator(s) shall issue

the first decision or award upon any question submitted for arbitration, performance under this Lease shall continue in the manner and form existing prior to the rise of such question. After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.

(e) Each party to the arbitration shall pay all compensation, costs, and expenses of the arbitrator appointed in its behalf and all fees and expenses of its own witnesses, exhibits, and counsel. The compensation, cost, and expenses of the single arbitrator or the additional arbitrator in the board of arbitrators shall be paid in equal shares by all parties to the arbitration.

(f) The parties may obtain discovery and offer evidence in accordance with the Federal Rules of Civil Procedure Rules 26 - 37, and Federal Rules of Evidence, as each may be amended from time to time.

21. Miscellaneous.

(a) This Lease agreement is made and intended for the benefit of the parties hereto and their respective successors and permitted assigns and for no other parties.

(b) Lessor shall have the right upon reasonable advance notice to Lessee, but not the obligation, to inspect the Leased Property to assure itself that there has been compliance with the terms of this Lease, but the exercise by Lessor of such right, or the failure to exercise the same, shall not relieve Lessee of any obligation imposed upon Lessee under the terms of this Lease.

(c) The invalidity or unenforceability of any provision of the Lease shall not affect or impair any other provision.

(d) Failure or delay of a party to require full compliance with any one or more of the terms of this Lease shall not be held as a waiver of a right to subsequently insist upon such compliance or terminate this Lease, or to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this Lease.

(e) This Lease agreement may not be modified or amended except by an instrument in writing signed by both Lessor and Lessee.

(f) The captions of the various Sections of this Lease are for convenience only and are not to be considered in the interpretation hereof.

(g) Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision herein, nor any acts of the parties hereto, shall be deemed to create any relationship other than the relationship of landlord and tenant.

(h) This Lease shall be governed by and construed in accordance with the laws of the State of Illinois and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. Subject to the dispute resolution provisions of Section 20, the parties to this Lease agree to submit to the jurisdiction of any federal court of competent jurisdiction in the State of Illinois.

(i) This Lease shall not be recorded; however, Lessee shall have the right to record a memorandum of this Lease in form acceptable to Lessor.

(j) In the event of a conflict between the terms of this Lease and the terms of the Original Agreements or the Interlocker Agreement, or in the event the terms of this Lease are more specific than the terms of the Original Agreements or the Interlocker Agreement, the terms of this Lease shall control. Except as expressly amended hereby, the terms and conditions of the Original Agreements and the Interlocker Agreement remain in full force and effect.

22. Notices. All notices shall be considered as having been properly given upon mailing such notice by certified, U.S. mail, or by overnight courier service, postage prepaid, addressed to the respective party at their addresses below. Notices shall be deemed given when actually received by the respective party. Notices to Lessor shall be addressed to:

Manager of Real Estate
Illinois Central Railroad Company
c/o CN
17641 S. Ashland Avenue
Homewood, IL 60430

Notices to Lessee shall be addressed to:

Assistant Vice President, Contracts and Joint Facilities
BNSF Railway Company
2600 Lou Menk Drive, P. O. Box 961034
Fort Worth, Texas 76161


IN WITNESS WHEREOF, the parties have caused this Lease to be executed in duplicate as of the day and year first above written.

LESSOR:

LESSEE:

ILLINOIS CENTRAL RAILROAD
COMPANY

BNSF RAILWAY COMPANY

By: 
François C. Hébert
Title: Vice-President
Network Strategies

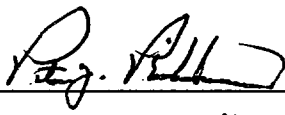
By: 
Title: Vice President

Exhibit A

Leased Property

Exhibit B

Signal Improvements

Exhibit C

Rights of Third Parties

CORWITH JUNCTION STAGING PLAN

Assume pole line north of Main 41 must remain in place until all track and signal work is completed. Note that all turnout locations subject to minor change after detailed survey is completed.

STAGE 1

- Remove former of unloading track in NW quadrant of BNSF / IN crossing.
- Construct duct bank with conduits for signal and LMB electric, and gas lines to all turnout locations.
- Grade new IN connection track.
- Raise cable and revenue poles to provide clearance for IN connection.
- Relocate Track 701 through Junction Yard as required to handle mainline trains.
- Grade subgrade for realignment of Old Wye.

STAGE 2

- Install #21 turnout (4b).
- Install #21 turnout (4a).
- Complete installation of crossover.

STAGE 3

- Install #21 turnout (2b).
- Install #21 turnout (2a).
- Complete installation of crossover.

STAGE 4

- Install #21 turnout (3b).
- Install #21 turnout (3a).
- Complete installation of crossover.

STAGE 5

- Remove Turnout #24.
- Remove Turnout #40.
- Install #11 turnout (1b).
- Construct/Rebuild Track 701 from 10+41 to 10+75 Sta. 337.72.

STAGE 6

- Remove Turnout #48.
- Remove Turnout #47.
- Install #11 turnout (1a).
- Install #15 turnout (41) D WYE.
- Remove Turnout #33.
- Construct/Rebuild South Main from Turnout (1a) to Turnout (2b).

STAGE 7

- Install #9 Turnout (703).
- Remove shift segment of Track 701 from heel of frog T10 #000703E to Sta. 333.45.
- Install #9 Turnout (702) and track to Turnout (703).
- Shift/rebuild segment of Track 702 to connect to Turnout (702).
- Remove remaining segment of Track 702 west of T10 #000711E including T10 #000703E.
- Install #11 Turnout (71) 1/2 SFT.
- Remove T10 #000711E and construct/rebuild Track 711 from #11 Turnout (71) EAS11 to #9 Turnout (703).

STAGE 8

- Remove T10 #41, #40 and #39 and short segments of Track 701 including east to T10 #51.
 - Shift/rebuild Old Wye to connect to #15 Turnout (41) D WYE.
 - Grade subgrade for New Wye to connect to end of #11 Turnout (1b).
 - Construct Track 701 from Sta. 322.19 to end of #11 Turnout (1b).
 - Shift/rebuild Wye to connect to Track 701 from Sta. 322.89 to 386.
 - Remove T10 #39 and #34 and construct Track 702.
 - Remove T10 #31 and construct track to restore South Main.
- The following work items must be completed in any connecting line after the Stage 8 plan is issued:
- Install #11 Turnout for new IN connection to South Main after Stage 11.
 - Construct new IN connection track after (A).
 - Remove T10 #43 and connection track to complete connection track after (1b).
 - Remove IN track north of main line diamond after (C).
 - Remove diamond and construct track to restore South Main after (1D).
 - Remove diamond and construct track to restore South Main after (1E).
 - Remove IN track between T10 #75 and South Main after (1F). Leave in place to rear end of project for unloading of material cars?
 - Remove T10 #75 and construct track to restore southeast leg of wye after (1I).
 - Remove T10 #40 and construct track to restore North Main after Stage 6B.

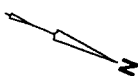
90% PLAN SET - FOR REVIEW

DATE	ISSUED FOR REVIEW	BY
05/06/07	05/06/07	05/06/07
05/06/07	05/06/07	05/06/07
05/06/07	05/06/07	05/06/07

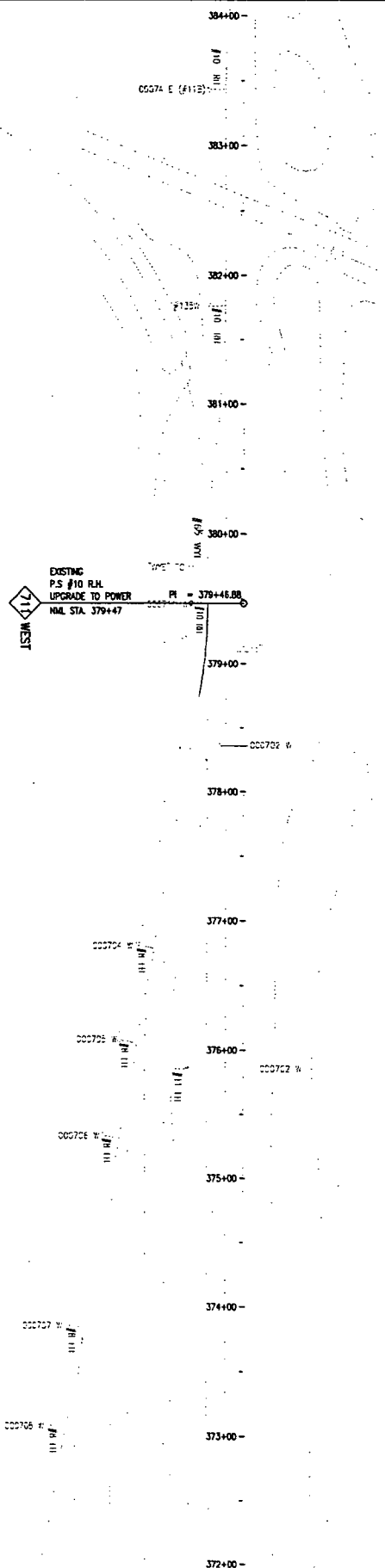



BNSF RAILWAY
THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY
CORWITH JUNCTION
CREATE PROJECT LOCATION VA-5
CHICAGO, ILLINOIS
SHEET 1 OF 5

EXHIBIT 11016
Corwith Interlock Lease Agreement



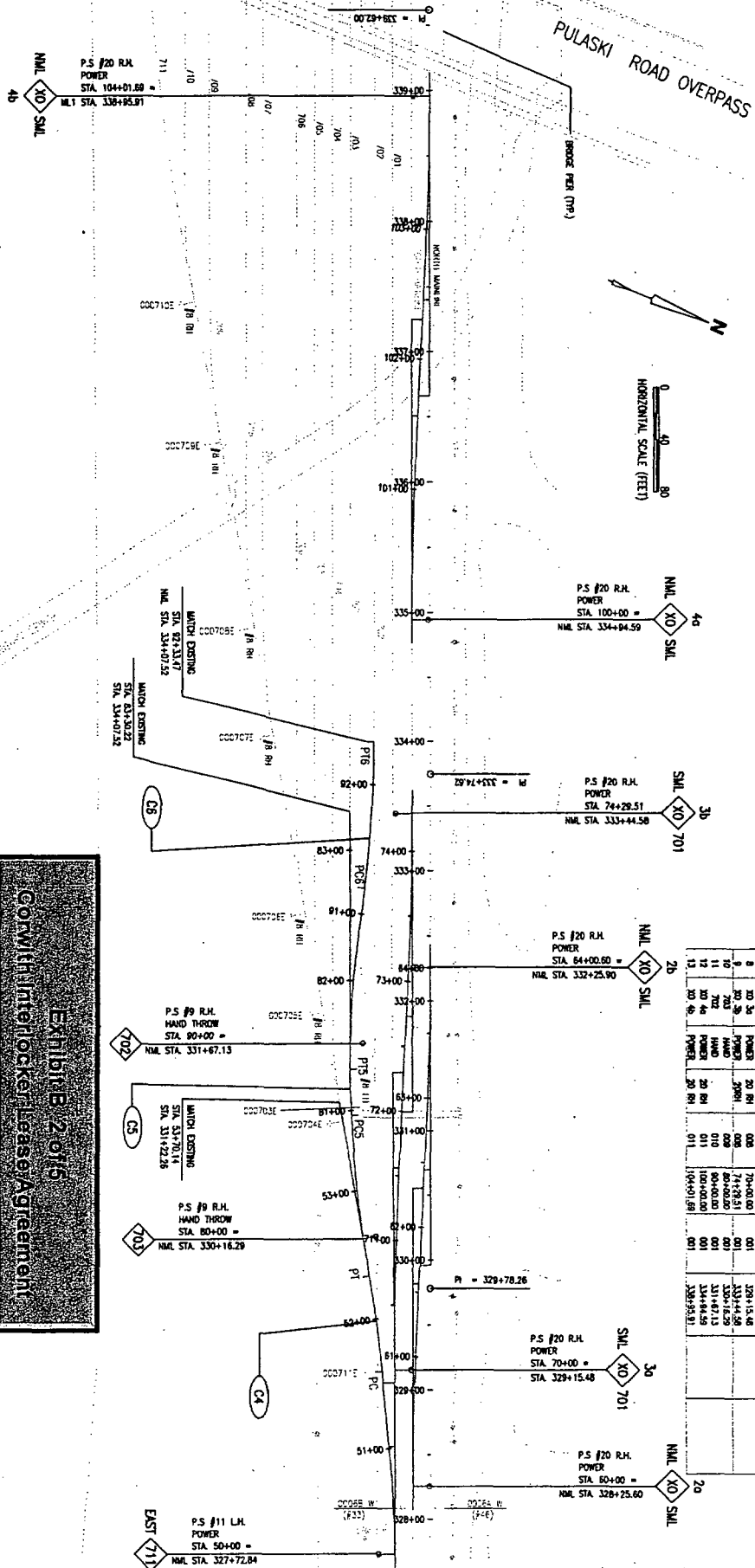
0 40 80
HORIZONTAL SCALE (FEET)



90% PLAN SET - FOR REVIEW				THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY	
					CORNING JUNCTION CREAT PROJET LOCATION WA-5 CHICAGO, ILLINOIS
10-WAG-05	DESIGN FOR REVIEW	BA			
DATE	DESCRIPTION	BY			



Track	Switch	Feed	Turnout	Altitude (ft)	Altitude (ft)	FP (ft)	FP (ft)
715 EAST	11	11	500	500	327.12 84		
10 26	POMER	20 BU	60-00.00	001	328.45 60		
20 26	POMER	20 BU	64-00.00	001	330.25 80		



TRACK ADJUST							
D	TRACK	SMITH	POLE	THROTTLE ALIGNMENT (°)	PS ALIGNMENT (in)	PS (in)	
1	POWER	15.84	003	20.0±0.0	001	23.5±4.5	
2	OLD MFC		005	44.0±0.0	001	21.4±3.6	
3	20.14	POWER	11.14	005	42.0±0.0	001	20.7±6.5
4	20.15	POWER	11.14	005	42.0±0.0	001	20.7±6.5

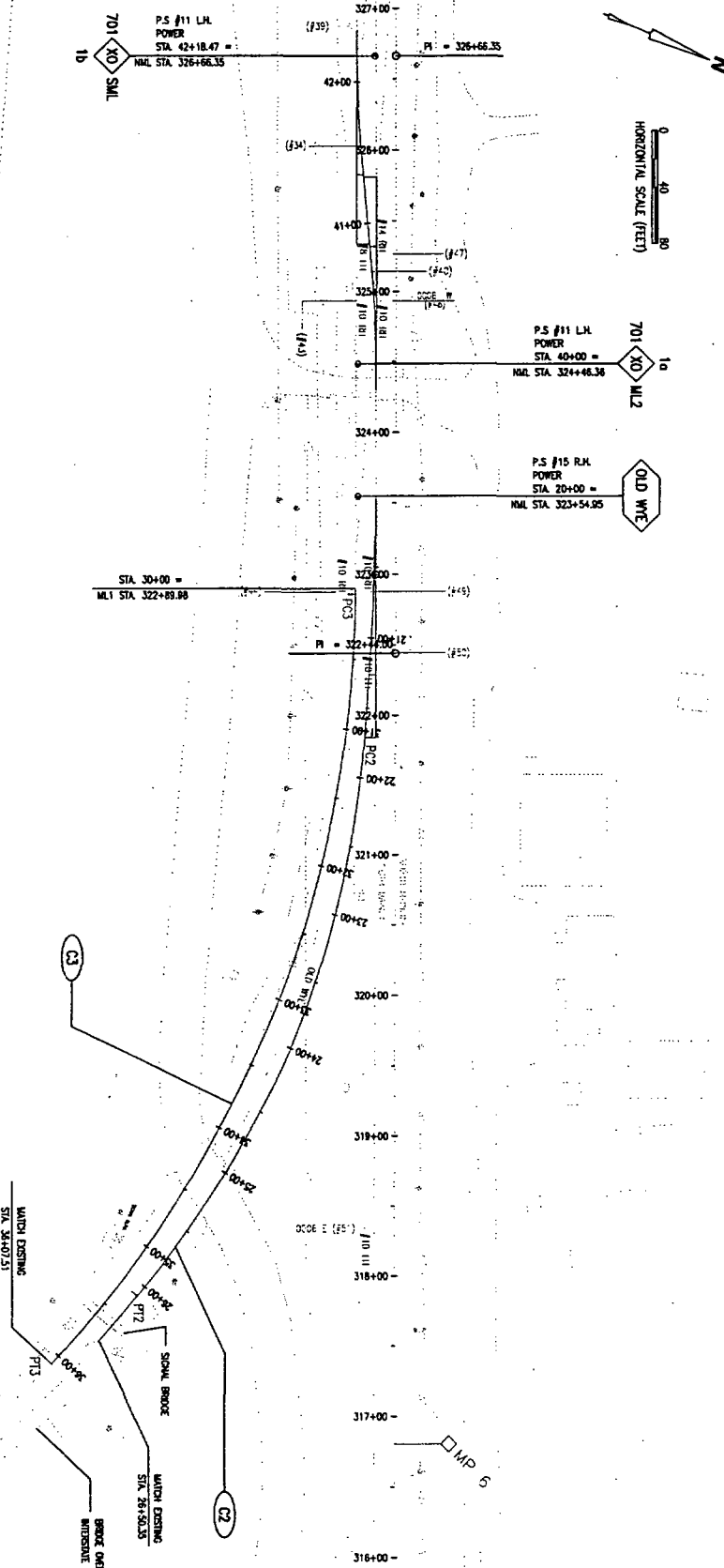


Exhibit B 3.015
Corwin Interlock Lease Agreement

90% PLAN SET - FOR REVIEW



THE BURLINGTON NORTHERN SANTA FE
RAILWAY COMPANY
CORNWORTH JUNCTION
CREATE PROJECT LOCATION WA-5
CHICAGO, ILLINOIS

LAYOUT	SPC	03/05/08
DRAWING	SPC	03/10/05
REVIEWED	B.R	03/10/06

NO-MAR-05	ISSUED
DATE	DESCRIBED

By

OUR BOOK ALIENS

PLAN NO.: 0528855

SWGT: 3 OF 5

P.S. 11 LM

DATE	BY	APP'D	DATE
10-10-05	SSD FOR REVIEW		
DATE	DESCRIPTION	BY	

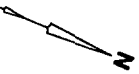
DATE	DESCRIPTION	BY	
10-10-05	ISSUED FOR REVIEW	SS	
DATE	DESCRIPTION	BY	

DATE	DESCRIPTION	BY	
10-10-05	ISSUED FOR REVIEW	SS	
DATE	DESCRIPTION	BY	

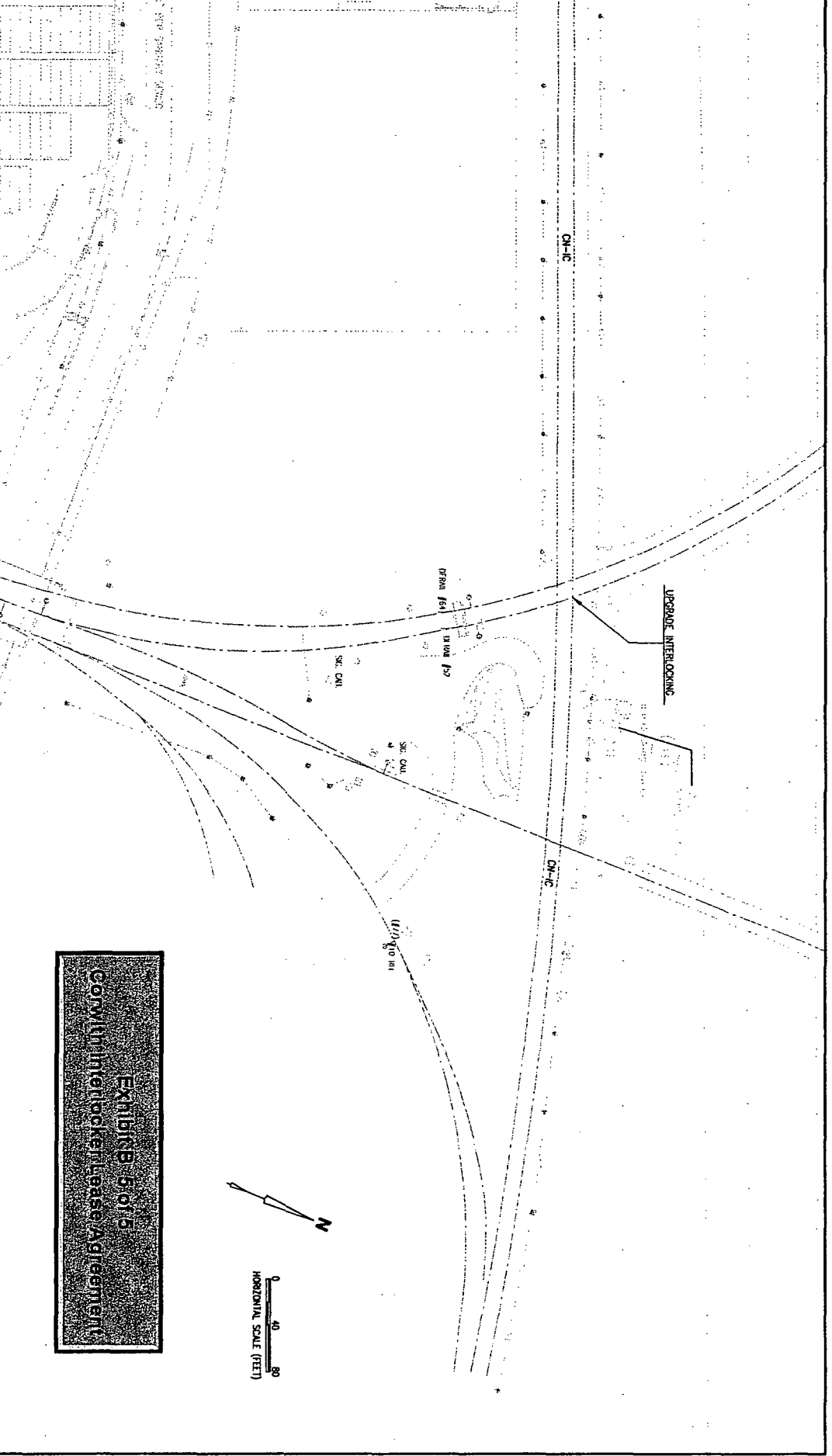


THE BURLINGTON NORTHERN SANTA FE
RAILWAY COMPANY
COMMUNITY JUNCTION
CREAT PROJECT LOCATION WA-5
CHICAGO, ILLINOIS
PLAN NO. 008667
SHEET 5 OF 5

EXHIBIT 5 OF 5
Community Interlock Release Agreement



0 40 80
HORIZONTAL SCALE (FEET)



December 15, 2006

Re: Corwith Interlocking Plant

Dear Francois:

This letter agreement serves to supplement the Corwith Lease Agreement entered into between BNSF and CN as of even date.

BNSF's pre-transfer audit has revealed certain pre-existing conditions affecting the Corwith Interlocking Plant. Itemized defects requiring remedial action are itemized as follows:

- 1) Documentation of FRA required tests shall have been completed and paperwork transmitted.
- 2) Rodent infested signals shall have been cleared, sealed, and ground tested.
- 3) Turn the power off and test the battery for an 8 hour backup.
- 4) All wires checked for legible tags and tagged or retagged if necessary.
- 5) All temporary cable needs to be replaced and dug in properly.

Notwithstanding any provision to the contrary in the Lease Agreement, the parties intend that within the next 30 days of the date of this Letter Agreement, CN will have corrected all defect items identified above, will have completed the required FRA testing and documentation submitted to FRA as identified above, and will have made the proper battery backup test, as identified above, with favorable results.

Pending disposition of all such action items CN shall indemnify, defend, and hold harmless, BNSF, its employees, officers, agents, contractors, and agents from and against any and all Losses (as defined in the Corwith Lease) to BNSF, CN, or any party, arising or occurring as a result of such defective conditions. Such indemnity shall survive disposition by remedial action and shall remain in effect for a term coterminous with the Corwith Lease.

Please confirm your agreement to the above terms by signature of an authorized representative in the space provided below.

Sincerely,

A handwritten signature in black ink, appearing to be "R. E. [unclear]", written over a horizontal line.

ACCEPTED AND AGREED:

CANADIAN NATIONAL RAILWAY COMPANY

By: 

Title: François C. Hébert
Vice-President
Network Strategies

Date: DECEMBER 18, 2006

FIRST AMENDMENT AND SUPPLEMENT TO LEASE AGREEMENT

THIS AMENDMENT AGREEMENT ("Amendment") made and entered into this 18th day of December, 2006 (the "Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("BNSF"), and **CANADIAN NATIONAL RAILWAY COMPANY**, a Canadian corporation ("CNR").

WHEREAS, BNSF, as successor to Burlington Northern Railroad Company and CNR entered into that certain agreement dated November 1, 1992 ("Agreement"), whereby BNSF leased to CNR approximately 7.38 acres of land (less the land reserved unto BNSF associated with its exclusive use of Tracks 1, 2 and 3), in the City of Vancouver, British Columbia, known as Glen Drive Yard; and

WHEREAS, the Agreement reinstituted and modified the provisions of a Lease Agreement dated October 15, 1965; and

WHEREAS, BNSF and CNR have agreed on terms to supplement and amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. RIGHT OF FIRST REFUSAL TO LEASE ADDITIONAL TRACKS

At any time within 20 years of the Effective Date of this First Amendment, CNR shall have the right of first refusal to lease additional land (Tracks 1, 2 and 3) in Glen Drive Yard ("Lease Option Property"), if and when, in BNSF's sole discretion, the land is no longer required by BNSF for railway operations. If BNSF provides written notice of availability of said Lease Option Property for lease and CNR provides written election to lease the Lease Option Property within 30 days of BNSF's notice, BNSF shall lease the Lease Option Property to CNR. The lease terms and conditions shall be the same as the land leased in the Agreement as amended (exclusive of amendments provided for in this Section 1), including the annual rental which shall be at the same per acre cost as escalated per the CPI in Section 2 of the Agreement, plus the applicable Goods and Services Tax, provided that the term of any such lease shall be limited to a term expiring 20 years from the Effective Date of this First Amendment.

Section 2. TERM AND TERMINATION

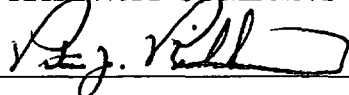
Section 1 of the Agreement is deleted in its entirety and replaced with the following:

"The term of the Lease Agreement, as amended from time to time, shall be for a period of twenty years from the Effective Date of this First Amendment, provided that the Haulage Agreement dated November 1, 1992, as amended, between BN and CN

governing the haulage of cars by CN for BN to and from the British Columbia Railway, and the Track Use Agreement reinstituted as of November 1, 1992, as amended, between BN and CN governing CN's use of BN's Burrard Inlet Line remain in effect. This Agreement shall thereafter continue in effect so long as the Haulage Agreement shall remain in effect. It is the intention of the parties that this Lease Agreement, as amended from time to time, the Track Use Agreement, and the Haulage Agreement shall run concurrently."

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

BNSF RAILWAY COMPANY

By: 

Printed Name: Peter J. Rickershauser

Title: Vice President

Date: December 18, 2006

CANADIAN NATIONAL RAILWAY COMPANY

By: 

Printed Name: François C. Hébert
Vice-President
Network Strategies

Title: _____

Date: DECEMBER 18, 2006